

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <		RATING		PAGE OF 1 96 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. DE-RP26-01NT40626		4. TYPE OF SOLICITATION 9 SEALED BID (IFB) NEGOTIATED (RFP)		5. DATE ISSUED 12-22-00	
7. ISSUED BY U.S. Department of Energy, National Energy Technology Laboratory 626 Cochrans Mill Road, P.O. Box 10940, Pittsburgh, PA 15236-0940		CODE		8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder."

SOLICITATION

9. Sealed offers in original and see L.29(b) copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Room 154, Building 921 until 4:30 pm local time 04-18-01.

(Hour) (Date)

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: <		A. NAME John Columbia		B. TELEPHONE NO. (NO COLLECT CALLS)		C. E-MAIL ADDRESS Columbia@netl.doe.gov	
				AREA CODE (412)		NUMBER 386-6144 EXT.	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 365 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) <		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
		002		4/4/01					
		001		3/13/01					

15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE — 9 ENTER SUCH ADDRESS IN SCHEDULE			17. SIGNATURE		18. OFFER DATE	
AREA CODE	NUMBER	EXT.							

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 9 10 U.S.C. 2304(c) () 9 41 U.S.C. 253(c) ()								
24. ADMINISTERED BY (If other than Item 7) CODE				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <				ITEM
25. PAYMENT WILL BE MADE BY CODE								
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)				28. AWARD DATE

IMPORTANT — Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**PART I - THE SCHEDULE
SUPPLIES OR SERVICES AND PRICES/COSTS**

B.1 ITEMS BEING ACQUIRED/TOTAL PRICE

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, performance of the following items of work:

(a) BASE CONTRACT

Item 1 - Provide energy savings performance contracting (ESPC) services for federally-owned facilities located in the United States, its Territories, and internationally.

The services shall be provided in accordance with the Statement of Work (Section C) and the other provisions of the contract. Definitions of applicable terms are provided at Attachment 1.

(NOTE: Reporting requirements will be established by the ordering agency in each delivery order. There are no reporting requirements at the contract level. Attachment 4 to this contract provides a Sample Reporting Requirements Checklist for Delivery Orders.

THE TOTAL MAXIMUM CONTRACT VALUE, INCLUDING THE OPTION SPECIFIED IN B.1(b) BELOW, INCLUSIVE OF CONTRACTS ISSUED TO ALL AWARDEES RESULTING FROM DOE SOLICITATION NO. DE-RP26-01NT40626, IS

\$200,000,000

THE MINIMUM TOTAL ORDER(S) VALUE FOR THIS SPECIFIC IDIQ CONTRACT IS:

\$1,000

(b) OPTION

Item 2 - Provide energy savings performance contracting (ESPC) services for federally-owned facilities located in the United States, its Territories, and internationally.

The services shall be provided in accordance with the Statement of Work (Section C) and the other provisions of the contract. Definitions of applicable terms are provided at Attachment 1.

(NOTE: Reporting requirements will be established by the ordering agency in each delivery order. There are no reporting requirements at the contract level. Attachment 4 to this contract provides a Sample Reporting Requirements Checklist for Delivery Orders.

B.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) The Government may unilaterally issue a contract modification to extend the term of this contract within thirty (30) calendar days before this contract is due to expire; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least sixty (60) calendar days before the contract expires.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed ten (10) years.

B.3 52.216-22 INDEFINITE QUANTITY (OCT 1995)

- (a) This is an Indefinite Delivery Indefinite Quantity (IDIQ) contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

B.4 ORDERING

- (a) Any services to be furnished under this contract shall be ordered by issuance of delivery orders by an authorized Contracting Officer for a United States federal agency. Agency Contracting Officers shall submit draft delivery order requests for proposal (DO RFPs) and delivery orders, prior to issuance, to the DOE Contracting Officer for this contract to obtain his/her review and concurrence, unless or until otherwise indicated/rescinded by a DOE Contracting Officer letter to the Agency Contracting Officer.
- (b) Such orders may be issued beginning on the date of contract award through October 01, 2003. If statutory authority for this program is extended beyond October 01, 2003, the Government may, in its discretion, extend the ordering period through the date of the extension.
- (c) All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract provisions shall take precedence, except where the contract specifically allows the delivery order to take precedence.
- (d) If mailed, a delivery order is considered "issued" when the Government deposits the order in the mail. All delivery orders shall be in writing, and duly signed by an authorized Contracting Officer of a United States federal agency.

B.5 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor--
 - (1) Any order for a single item in excess of \$20,000,000;

- (2) Any order for a combination of items in excess of \$20,000,000; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

B.6 NEGOTIATED CONTRACT B SCHEDULES

The contract includes these negotiated schedules, the information in which shall be binding on the Contractor throughout the period of performance (overall term) of the contract. These schedules apply to all delivery orders issued against the contract. Following are the titles of each of these contract B schedules. They are made a part of this contract, in Part III, Section J, Attachment 2.

SCHEDULE B-1 IDIQ Contract Maximum Markups

This Schedule provides the negotiated maximum markup percentages applicable to both the direct costs of ECMs by technology category identified in Section C.2 and included in the Schedule DO-2 for a project proposal, and to the performance period expenses identified on the Schedule DO-3 for the proposal. These markups shall include all proposed indirect cost elements and profit. The indirect elements of expense in the markups include such things as overhead, general and administrative expense, general program marketing and management, etc. Any project expenses that are not directly the result of the development and implementation of an individual project are included in the markups, and they shall not include any direct expenses. The Contractor shall identify the elements of indirect expense included in the proposed markup for a specific delivery order project.

SCHEDULE B-2 IDIQ Contract Maximum Added Premiums

This Schedule provides the negotiated maximum added premiums, as the number of basis points (basis point = 1/100 percentage points), that may be applied to the accepted applicable financial index used for a specific delivery order project to finance the project's investment amount. (The negotiated added premium plus the accepted applicable financial index equal the project's finance rate.) Per the schedule, the maximum added premiums are based on both the project term and total investment amount financed for the project. The Contractor shall provide evidence to the Agency Contracting Officer of the reasonableness of the added premium proposed for a specific delivery order project within the maximums allowed.

SECTION C - DESCRIPTION / SPECIFICATIONS / STATEMENT OF WORK

C.1 GENERAL REQUIREMENTS / PROJECT SCOPE

The purpose of this contract is to acquire energy management services to reduce energy consumption and/or energy costs (including related operations and maintenance costs) by utilizing a biomass or alternate methane fuel (hereafter known as BAMF systems) and to implement other energy conservation measures (ECMs) as specified in each delivery order issued against this contract. The Contractor shall provide all labor, material, and capital to install the BAMF system and other ECMs. The contractor shall also provide operations and maintenance as specified in each delivery order. The scope of this contract includes all Federally-owned facilities located in the United States, U.S. Territories, and internationally, unless otherwise restricted by each delivery order. The energy cost savings provided by a delivery order project against this contract shall be verified annually.

The Contract requires the Contractor to assume all of the up-front costs for the design and installation of delivery order projects at a Federally-owned facility and guarantee the government a certain reduction in energy and operations and maintenance costs throughout the project's life. The Contractor is repaid using a portion of these cost savings. Title to and ownership of equipment will be specified in each delivery order issued under this contract.

Delivery orders against this contract may be issued by any authorized Contracting Officer for a federal agency in accordance with the Ordering clause at Section B.4(a)

Specific projects shall be defined by the ordering agency contracting office in a Delivery Order Request for Proposal (DO RFP) format developed by DOE or in a comparable format developed by the ordering agency.

C.2 TYPES OF DELIVERY ORDER PROJECTS

C.2.1 Types of BAMF Projects

This contract and its delivery orders provide for systems that reduce energy costs and/or energy consumption at Federal facilities by utilizing biomass or alternate methane fuel (BAMF) systems in a variety of applications such as steam boilers, hot-water heaters, engines, turbines and vehicle fueling stations. BAMF projects may modify or replace existing equipment so that a Federally-owned facility can supplant or supplement their conventional fuel supply with a biomass or alternate methane fuel. BAMF projects may also install equipment that uses these fuels to accomplish something new at a Federally-owned facility, such as on-site power generation. The BAMF end-use equipment must be located at a Federally-owned facility.

Biomass fuels include any organic matter that is available on a renewable or recurring basis (excluding old-growth timber), such as dedicated energy crops and trees, agricultural food and feed crop residues, aquatic plants, wood and wood residues, animal wastes, and other waste materials. Alternate methane fuels include landfill methane, wastewater treatment digester gas and coalbed methane. Projects may co-fire a biomass or alternative methane fuel with other opportunity fuels or a conventional fossil fuel.

If electricity is generated by the BAMF system, the contractor may sell part or all of the electricity to a third party, such as a utility. The contractor is encouraged to market the BAMF electricity as premium green power. Revenues generated by the sale of the BAMF generated electricity shall be reflected in the delivery order price schedule. The contractor shall fully disclose all such electricity sales as part of their Measurement and Verification of Performance.

The BAMF resource may be owned by the Federal government, the Contractor, or a third party and may require transport to the end-use equipment, which must be located on

Federal property. Unless specified otherwise in an individual delivery order, any equipment, systems or operations located off government property are outside the project scope.

a. Projects Utilizing a BAMF Resource not Owned by the Government

If the BAMF resource is not owned by the Federal government, provisions for delivery of the fuel to the Federally-owned facility shall be specified in delivery orders issued against the contract. Any equipment, systems or operations required to acquire, produce, process or transport the BAMF, unless they are located on government property, shall be outside the scope of the delivery order. If a delivery order provides for the sale of a BAMF to a Federally-owned facility, its price is expected to be linked over the term of the agreement to an appropriate independent fuel price index, such as Inside FERC, such that, compared to the chosen fuel price index, fuel cost savings can be demonstrated on an efficiency-adjusted, equivalent-BTU basis. At the end of a delivery order fuel purchase agreement, the government shall have the right of first refusal for the continued purchase of the fuel under a separate contract at a renegotiated price.

b. Projects Requiring BAMF Transport Across Property not Owned by the Government

If delivery of the BAMF resource to the Federal facility requires its transport across property not owned by the government, the government shall designate a point on government property to which the BAMF must be delivered, such as a pipeline flange or fuel storage bin. Should a pipeline be necessary to transport fuel across property not owned by the Government, the Contractor shall be responsible for its installation, operation and disposal from the BAMF resource to a flange located on government property. Any equipment, systems or operations upstream of this delivery flange, are outside of the project scope.

C.2.2 Types of Energy Conservation Measures

Although a BAMF system must be a primary component of any delivery order under this contract, all delivery orders are also expected to employ a variety of other ECMs, such as those outlined below, to reduce the consumption and/or cost of energy and operations and maintenance costs. Therefore, the contractor shall either possess the capability to implement these additional ECMs, or demonstrate that he can obtain the necessary expertise to implement the ECMs listed below via subcontracting or teaming.

- a. Boiler Improvements, such as, but not limited to
 - boiler retrofits or replacements
 - boiler control improvements
 - modifications to allow fuel switching
- b. Chiller Improvements, such as, but not limited to
 - chiller retrofits or replacements
 - chiller control improvements
- c. Building Automation Systems (BAS) / Energy Management Control Systems (EMCS) Improvements, such as, but not limited to
 - HVAC upgrade from pneumatics to Direct Digital Control (DDC)
 - Upgrade or replace existing EMCS system
- d. Heating, Ventilating, and Air Conditioning (HVAC) Improvements such as, but not limited to
 - packaged air conditioning unit replacements
 - HVAC damper and controller repair or replacement
 - air conditioning and heating unit replacement with heat pumps
 - window air conditioning replacement with high efficiency units
 - cooling tower retrofits or replacements
 - economizer installation

- fans and pump replacement or impeller trimming
 - thermal energy storage
 - variable air volume (VAV) retrofit
- e. Lighting Improvements, such as, but not limited to
- interior and exterior lighting replacements
 - lighting control improvements
 - occupancy sensors
 - LED exit sign installation
 - day lighting
- f. Building Envelope Improvements, such as, but not limited to
- insulation installation
 - weatherization
 - window replacement
 - reflective solar window tinting
- g. Improvements of Chilled Water and Chilled Water Piping Systems, Hot Water and Steam Distribution Systems, such as, but not limited to
- insulation installation
 - replacement of electric hot water heaters
 - steam trap maintenance and replacement
- h. Electric Motor and Drive Improvements, such as, but not limited to
- motor replacement with high efficiency motors
 - application of variable speed motors or drives
- i. Refrigeration System Improvements, such as, but not limited to
- replace ice/refrigeration equipment with high efficiency units
 - absorption refrigeration
- j. Power or Combined Heat and Power (Cogeneration) Systems
- k. Renewable Energy Systems, such as, but not limited to
- photovoltaic system installation
 - solar hot water system installation
 - wind energy system installation
 - passive solar heating
 - vehicle fueling stations
- l. Electric Distribution System Improvements, such as, but not limited to
- transformers
 - power quality upgrades
 - power factor correction
- m. Water and Sewage Systems
- n. Rate Reduction and Auditing Services, such as, but not limited to
- energy service billing and meter auditing
 - switching of rates or energy suppliers
- o. Biomass and Alternate Methane Fuels (BAMF) Systems

C.2.3 Restrictions on Delivery Order Projects

Delivery order projects installed by the contractor shall not do the following:

1. violate any Federal, State, or local environmental protection regulations;
2. degrade performance or reliability of existing Government equipment;

3. jeopardize the operation or environmental conditions of existing systems or areas such as dedicated computers or computer rooms;
4. reduce extra capacity that was intentionally included for future growth, mobilization needs, safety, or emergency back-up;
5. violate current versions of national (i.e., National Electric Code, Uniform Building Code, National Historic Preservation Act, etc.), State or local building codes;
6. create unsafe conditions or otherwise negatively impact government facilities, operations, and/or personnel.

There are other restrictions specified throughout the contract including section C.3.

C.2.4 Requirements for Delivery Order Projects

Projects shall comply with contract requirements and the requirements of each delivery order. Such requirements include Government approved contractor submittals, equipment design and installation specifications, compliance with codes and standards, design drawings, installation schedules, startup and testing procedures, and operating and maintenance procedures.

C.3 FACILITY PERFORMANCE REQUIREMENTS OF DELIVERY ORDER PROJECTS

Installed projects shall meet the performance requirements specified below unless stated otherwise in a specific delivery order:

- C.3.1 Environmental & Lighting Conditions:** Modifications to facility systems and environmental control systems shall not be permitted to exceed the ranges for Standards of Service specified in a specific delivery order. Where automated control of environmental conditions are to be installed, the occupants must have the ability to override the system to accommodate required overtime work.
- C.3.2 Standards of Service:** Installed projects shall comply with the Standards of Service required for facilities as specified in each delivery order. The standards of service will include acceptable ranges, of operating and system parameters, and other related factors. Capacity of the power system to provide for the load shall be at least as great or greater than that of the existing system. Notwithstanding the previous sentence, the contractor shall add soft motor starts and other technologies for minimizing the peak demand of the load and the size of the power conditioning equipment needed to meet the load.

C.4 MEASUREMENT AND VERIFICATION OF PERFORMANCE OF DELIVERY ORDER PROJECTS

This section provides an overview of the different measurement and verification (M&V) procedures and options that the contractor may be required to follow at different Federal facilities where they install delivery order projects. Each delivery order awarded shall specify the specific M&V requirements and procedures that shall apply, based on various factors such as the types of proposed projects, projected value of energy savings, certainty/uncertainty of savings being achieved, and the intended risk allocation between the Federal agency and the contractor.

The contractor shall comply with the version of the DOE/Federal Energy Management Program (FEMP) M&V Guidelines for Federal Energy Projects in effect at the time of delivery order award.

C.4.1 M&V General Approach

Measurement and verification (M&V) of projects has two components:

- a. Confirming that (a) the baseline conditions were accurately defined and; (b) the

proper equipment/systems were installed and they have the potential to generate the predicted savings. This confirmation verifies the performance potential of the delivery order projects.

- b. Determining the actual energy savings achieved by the installed delivery order projects, which verifies their performance.

The general approach to verifying baseline and post-installation conditions involves inspections, spot measurement tests, renormalized computer models, short and long term monitoring, and/or commissioning activities.

The general approach to determining energy savings involves comparing energy use associated with a facility, or certain systems within a facility, before and after installation of the delivery order projects. The before case is called the baseline. The after installation case is called the post-installation case. Therefore,

Energy savings = baseline energy use - post installation energy use

As the ESPC program is based on "pay for performance," each delivery order has a site-specific verification plan to determine the achieved savings. For each site, the projected baseline and post installation energy use are defined using a combination of metering, billing analysis and/or engineering calculations, and/or long term monitoring of performance or short term monitoring used to calibrate a performance model. The M&V program may range from stipulation of savings based on engineering calculations to very detailed monitoring, depending on the needs of the agency specified in each delivery order. In addition, values for certain factors affecting energy use and savings that are beyond the control of the contractor may be stipulated by the federal agency.

After each project is installed, the contractor shall submit a report that defines projected energy and other dollar savings for the first year. Typically, first year payments to the contractor will be based on the projected savings values submitted in the report. The post installation report must be accepted and approved by the federal agency.

For the remaining years of the delivery order term, the contractor provides annual (or at some other regular interval) "true-up" reports. These reports include inspection documentation of the installed equipment/systems and (perhaps) updated savings values using data obtained and analyzed during each year of the delivery order. As necessary, previous year's payments would be reconciled based on the results of the annual report. Future year's payments would be calculated based on information in the annual report.

C.4.2 Baseline Energy Use

Baseline conditions may be defined in the delivery orders by either the federal agency or the contractor. If the baseline is defined by the federal agency, then the contractor will have the opportunity to verify the baseline. If the baseline is defined by the contractor then the federal agency will verify the baseline.

C.4.3 Post Installation Energy Use - Initial Verification

Post installation energy use will be based, in part, on verification by the contractor and the Federal agency that the proper equipment/systems were installed, are operating correctly, and have the potential to generate the predicted savings. Verification methods may include visual inspections, spot or short-term metering, and engineering calculations.

System/equipment commissioning shall be completed by the contractor.

C.4.4 Post-Installation Energy Use - Determining Energy Savings Performance and Regular Interval Verification

The contractor and federal agency, at defined intervals during the term of the delivery order, will verify that the installed equipment/systems have been properly maintained, continue to

operate correctly, and continue to have the potential to generate the predicted savings.

There are numerous factors that can affect energy savings during the term of a delivery order, such as weather, operating hours, etc. In general, but not always, an ESPC delivery order objective will be to adjust the baseline energy use up or down for factors beyond the control of the contractor (e.g., building occupancy, weather) and adjust the post installation energy use for contractor-controlled factors (e.g., maintenance of equipment efficiency).

Therefore, in order to calculate energy savings, the federal agency may, under certain circumstances, stipulate the value of factors that may vary during the term of the delivery order. For example, the number of hours that lights are on could be assumed.

For other projects, continuous or regular interval measurements may be collected throughout the term of the delivery order to determine energy savings and/or production.

Energy cost savings associated with the use of the BAMF and/or BAMF derived electricity shall be demonstrated on an efficiency-adjusted, equivalent-Btu basis using an independent fuel price index, such as Inside FERC. Revenues from the sale of the BAMF on-site power generation to third parties shall be reported and credited according to the terms and conditions of the delivery order.

C.4.5 M&V Option and Method Required for Specific Project

Each delivery order shall specify the M&V option(s) and method(s) that will be used for the project(s) covered by the delivery order as well as any other specific details relevant to the M&V of the projects(s) or other ECMs.

C.4.6 M&V Activities

The contractor shall perform the following required M&V activities:

- a. Define a site-specific plan for the particular project being installed once the project has been fully defined and the detailed energy survey is completed; this will occur before the delivery order is awarded and the plan will be incorporated into the delivery order.
- b. Define pre-installation baseline, including: (1) equipment/systems; (2) baseline energy use, including the methods used to determine it, such as site surveys, spot (short- or long-term) metering, and/or analysis of billing data; and (3) system performance factors (e.g., temperature set points, time clock settings, etc.).

The definition of pre-installation baseline may occur before or after the delivery order is awarded.
- c. Define post installation baseline, including (1) equipment/systems and (2) post installation energy use, including the methods used to determine it, such as site surveys or spot (short- or long-term) metering, analysis of billing data, and/or engineering calculations.
- d. Conduct annual M&V activities to verify operation of the installed equipment/systems and/or calculation of current year's energy savings.

C.5 INSTALLATION REQUIREMENTS FOR DELIVERY ORDER PROJECTS

C.5.1 Delivery Order Projects Installation Plan

- a. The contractor shall prepare and submit a delivery order Projects Installation Plan to the Federal agency for review and approval prior to starting project installation in accordance with the Reporting Requirements Checklist. The Projects Installation Plan may be required to be certified by a registered engineer to assure compliance

with applicable building codes and Federal agency design standards. The delivery order will specify site specific requirements for the Projects Installation Plans. The contractor is responsible for the technical adequacy of its work. Acceptance of the Projects Installation Plan by the Government shall not relieve the contractor of the requirement for adequacy of its design and installation work.

- b. The Projects Installation Plan due date will be specified in the delivery order. Upon approval of the installation plan, bonds will be required in accordance with Section H.30.
- c. The Projects Installation Plan shall be prepared and include, at least the following, unless otherwise specified in the delivery order:
 - 1. Manufacturer's Data. For all equipment to be installed the contractor shall provide the manufacturer's descriptive literature of equipment including drawings, diagrams, performance and characteristic curves, and catalog cuts.
 - 2. Construction Drawings. Construction drawings shall be prepared by the contractor, subcontractor, or any lower-tier subcontractor showing in detail:
 - ! The installation (i.e., form, fit, and attachment details) of the interface between installed equipment and existing Government equipment, including structural attachments to the building and air handling equipment.
 - ! The location of installed equipment on building floor plans.
 - ! Certification of delivery order project compliance with Building Codes and Standards. The Contractor shall provide registered engineer certification that projects comply with all applicable building codes and standards. The Projects Installation Plan submitted to the Contracting Officer without evidence of the professional engineer (PE) certification required to demonstrate compliance with applicable building codes, may be returned for resubmission.
 - 3. Planned Service Interruptions. If any utility services must be discontinued temporarily to install work, such interruptions shall be described and indicated on the project installation schedule (see subparagraph 6 below). The description shall include the length of the interruption, its time (date, day of week, time of day, etc.), and a justification.
 - 4. Site Plan and Compliance with Base Exterior Architectural Plan. If a delivery order project involves the installation of facilities or exterior structures, the contractor shall provide a site plan showing its location. The Contractor shall also provide a plan and elevation drawings of the facility or exterior structure showing its size and exterior appearance.
 - 5. Acquisition of Permits. For any project installation requiring permits from regulatory agencies (e.g., hot-work permit for welding), the contractor shall provide its plan and schedule for acquiring such permits.
 - 6. Installation Schedules. The installation schedule shall show the order in which the contractor proposes to perform the work and the dates on which the contractor contemplates starting and completing all major milestones (including acquiring materials, equipment, permits). The schedule shall be in a form of a progress chart of suitable scale to indicate the amount of work scheduled for completion by any given date during the installation period.

7. One line electrical diagrams
8. Bill of materials

C.5.2 Design and Construction Standards

- a. Each delivery order issued will specify design and construction applicable to site or agency specific facility requirements. As a minimum, all work, equipment and materials required for delivery order project installation shall comply with the most recent issue of the following standards:
 - ! National Electric Code (NEC).
 - ! National Electrical Safety Code (NESC).
 - ! National Fire Protection Association (NFPA) Standards including, but not limited to NFPA 101 - Life Safety Code.
 - ! U.S. Department of Labor - Occupational Safety and Health Administration (OSHA) Standards.
 - ! National Electrical Manufacturers Association (NEMA).
 - ! Underwriters Laboratory (UL).
 - ! American Institute of Architects (AIA) Masterspec
 - ! National Historic Preservation Act, as applicable
 - ! Air Conditioning and Refrigeration Institute (ARI) Standards
 - ! American Society of Heating, Refrigeration and Air-Conditioning Engineers (ASHRAE) Standards
 - ! Illuminating Engineering Society of North American (IES) Standards
 - ! Uniform Building Code (UBC)
 - ! Uniform Plumbing Code (UPC)
 - ! Other design standards required by the Federal Agency issuing the Delivery Order.
- b. No requirement of this solicitation shall supersede applicable regulations, local codes and/or standards. Any violation of such regulations and standards shall be brought to the attention of the Agency Contracting Officer for clarification prior to proceeding with the work.
- c. If conflicts between codes and/or standards exist, the Agency Contracting Officer and applicable authority having jurisdiction shall determine the appropriate code to follow.

C.5.3 Delivery Order Project Quality Control Inspection Program

- a. The contractor shall be responsible for quality control during installation of delivery order projects. The contractor shall inspect and test all work performed during project installation to ensure compliance with the delivery order's performance requirements. The contractor shall maintain records of inspections and tests, including inspections and tests conducted by or for utility or other regulatory agencies. The Contractor shall prepare a Quality Control Inspection Program for review and acceptance by the Government. The Delivery Order Projects Quality Control Inspection Program shall be prepared and submitted with the Projects Installation Plan in accordance with requirements set forth in each delivery order.
- b. The Quality Control Inspection Program shall detail the procedures, instructions, and reports that ensure compliance with the delivery order and this indefinite quantity contract. This plan shall include as a minimum:
 1. The quality control organization, in chart form, showing the relationship of the quality control organization to the contractor's organization.

2. Names and qualifications of personnel in the quality control organization.
3. Area of responsibility and authority of each individual in the quality control organization.
4. A listing of outside organizations, such as testing laboratories, architects, and consulting engineers that will be employed by the Contractor, and a description of the services these firms will provide.
5. Procedures for reviewing all shop drawings, samples, certificates, or other submittals for delivery order compliance, including the name of the person(s) authorized to sign the submittals for the Contractor, as complying with the delivery order requirements.
6. An inspection schedule, keyed to the installation schedule, indicating necessary inspections and tests, the names of persons responsible for the inspections and tests, and the time schedule for each inspection and test.
7. The procedures for documenting quality control operations, inspection, and testing, with a copy of all forms and reports to be used for this purpose. The Contractor shall include a status log listing all submittals required by the inspection plan and stating the action required by the Contractor or the Government. The Contractor shall also prepare and maintain a testing plan that shall contain a listing of all tests required by the delivery order requirements.

C.5.4 Environmental Protection

Impacts on air quality (pollutants, noise level, and odors or fumes) and potable water quality and use are examples of various areas of concern at the project site. The delivery order will identify specific known hazardous waste handling and storage requirements.

The contractor shall comply with applicable Federal, state and local laws and with the applicable regulations and standards regarding environmental protection. All regulatory environmental protection matters shall be coordinated with the Agency Contract Officer or designee. Authorized Government officials may inspect any of the contractor's work areas on a notice basis during normal working hours. The contractor shall comply with the instructions of the cognizant Federal agencies' safety and health personnel to avoid conditions that create a nuisance or which may be hazardous to the health of Government or civilian personnel.

The contractor shall prepare at its expense all documentation necessary to acquire permits to comply with all applicable Federal, state and local requirements prior to implementing affected projects in the performance of a delivery order. The contractor shall not receive a notice to proceed with installation until all environmental protection requirements contained in the IDIQ contract and a delivery order have been satisfied.

The contractor shall comply with 40 Code of Federal Regulations (CFR) Section 311, and with the requirements of the latest edition of the applicable Federal agency's Spill Prevention Control and Countermeasures Plan as required by a delivery order.

The contractor shall indemnify and hold the Government harmless from any and all environmental liability, including fines and penalties, resulting from the contractors fault or negligence in performing work under the contract.

C.5.5 Service Interruptions

- a. For any planned utility service interruptions, the Contractor shall furnish a request to the Agency Contracting Officer's designated representative for approval at least fifteen (15) working days in advance or as specified in the delivery order. The

request shall identify the affected buildings and duration of planned outage.

- b. The Government will coordinate with affected tenants and customers as applicable.
- c. If the discontinued service is due to any emergency breakdown, the Contractor shall notify the Agency Contracting Officer's designated representative as soon as possible and the Government will notify those affected tenants and customers as applicable.
- d. Federal agencies may have additional requirements that apply to specific delivery orders. These additional requirements may include liquidated damages for violations of service interruption provisions as specified in each particular delivery order.

C.5.6 As-Built Drawings

After completion of installation and Government acceptance of installed delivery order projects, the Contractor shall submit as-built drawings to the Agency Contracting Officer or designated representative in accordance with agency standards or specifications identified in the delivery order.

C.6 OPERATION OF DELIVERY ORDER PROJECTS

C.6.1 Contractor operations includes all work and costs associated with operating the energy producing and consuming systems of delivery order projects. The operations work effort shall include operations tasks at specific stations, continuous or periodic equipment monitoring, and minor on-line equipment adjustments required to achieve all facility and project performance requirements of this contract. In general, projects shall be installed with automatic operation to minimize the requirement for manual operation.

C.6.2 Unless specified otherwise in the delivery order, the Contractor shall be responsible for operation of all delivery order projects, including all contractor installed equipment and those portions of Government equipment which have been modified or replaced to achieve proposed project performance. Examples of exceptions that may be specified in a delivery order are:

- a. If the new operations work requirement for Contractor installed projects is similar to an existing operations work requirement for Government-owned equipment and does not have an impact on Government resources, the Contractor may request the Government in its proposed project to perform operations work on Contractor-installed equipment. The Government reserves the right not to accept operations work on installed delivery order projects.
- b. The Contractor finds it advantageous and proposes to assume responsibility for an operation of Government equipment to ensure that a delivery order project will be implemented properly to reduce energy consumption. Any operations work provided by the contractor on Government-owned equipment shall be at the Contractor's expense.
- c. The Government currently utilizes bargaining unit employees, contracted services, or in-house labor and considers it advantageous to retain operations responsibility of the installed delivery order project.

C.6.3 When the implementation of a delivery order project results in a change in an existing operation's work affecting Government or Contractor equipment, the Contractor shall prepare a new written operations work procedure for approval by the Government. The due date for the operations work procedure will be specified in the delivery order. The Contractor shall train Government personnel in the new approved operations work procedure. The Government will permit its personnel to attend training sessions at

reasonable times on the specific project site's premises.

- C.6.4** The Government will use and operate Government-owned equipment, and Contractor equipment if Government assumes proposed operations work in C.7.2, a. below, in accordance with operating procedures provided by the Contractor and approved by the Agency Contracting Officer. The Contractor shall monitor equipment performance.
- C.6.5** The Government will not move, turn off, or otherwise change any Contractor-owned equipment without the consent of the Contractor, unless such action is in accordance with the operation procedures provided by the Contractor; or if it is necessary in an emergency to prevent loss of life, injury or damage to property, or severe discomfort to Government personnel, or occupants of the facility.

C.7 MAINTENANCE OF DELIVERY ORDER PROJECTS

- C.7.1** Maintenance work includes all work and costs associated with maintaining the delivery order's specific site energy producing and consuming systems. Maintenance work includes periodic equipment inspections, tests, calibrations, preventative maintenance tasks, and corrective maintenance actions required to ensure systems operate as intended.
- C.7.2** Unless otherwise specified in the delivery order, the Contractor shall be responsible for maintenance of all installed projects, including all Contractor installed equipment and those portions of Government equipment that have been modified or replaced to achieve proposed project performance. Examples of exceptions that may be specified in a delivery order are:
 - a. If the maintenance work is similar to an existing maintenance work requirement for Government-owned equipment and does not impact on Government resources, the Contractor may request the Government in its proposal to perform maintenance work on Contractor-owned equipment. The Government reserves the right to not accept the proposed responsibility for maintenance work on installed projects. If the Government accepts delivery order project maintenance responsibility, the Government reserves the right to provide the maintenance work in accordance with its own schedule rather than a Contractor-suggested schedule.
 - b. The Contractor proposes to assume responsibility for maintenance on Government-owned equipment in order to achieve proposed project performance. The Contractor may propose to provide either total maintenance or a level of maintenance needed to augment the existing maintenance provided by the Government. Any maintenance work provided by the Contractor on Government-owned systems or equipment shall be at the Contractor's expense. If the Contractor has taken over repair as well as maintenance of Government-owned systems or equipment as part of a delivery order, the delivery order shall include a definition of repair responsibility.
 - c. The Government currently utilizes bargaining unit employees, contracted services, or in-house labor and considers it advantageous to retain maintenance responsibility of installed projects.
- C.7.3** When the implementation of a delivery order project changes existing equipment maintenance schedules, the Contractor shall prepare a new written maintenance work procedure for approval by the Government. The due date for the maintenance work procedure will be specified in the delivery order. The Contractor shall train Government personnel in the new approved maintenance work procedure. The Government will permit its personnel to attend training sessions at mutually agreed to times on the specific project site's premises.
- C.7.4** The Government will maintain Government-owned equipment, and Contractor equipment if the Government assumes the proposed operations work in C.7.2, a. above, in accordance with maintenance procedures provided by the Contractor and approved by the Agency Contracting Officer.

- C.7.5** The Government will not move, turn off, or otherwise change any Contractor-owned equipment without the consent of the Contractor, unless such action is in accordance with the maintenance procedures provided by the Contractor, or if it is necessary in an emergency to prevent loss of life, injury or damage to property, or severe discomfort to Government personnel, or occupants of the facility.

C.8 REPAIR REQUIREMENTS FOR DELIVERY ORDER PROJECTS

- C.8.1** Repair work includes all labor, material and equipment associated with the replacement or rebuilding of facilities, systems and equipment required for delivery order project performance, that have failed or are determined by the Government to be in a condition of imminent failure, and/or diminished project performance.
- a. Contractor-Owned Items. When Contractor-owned facilities, systems, and equipment fail, the Contractor shall be responsible for repairs.
 - b. Government-Owned Items. When Government-owned facilities, systems, and equipment fail, the Government will be responsible for repairs within a reasonable time period. The Contractor shall provide repairs, at no expense to the Government, if the Government-owned facilities, systems, and equipment failure is a result of actions on the part of the Contractor. The Contractor shall make repairs within a period of time as specified in the delivery order. If the Contractor elects to assume repair responsibilities for Government-owned systems or equipment as part of a project proposal, the delivery order shall include a listing of the types of repairs that will be the Contractor's responsibility.

C.9 CONTRACTOR MAINTENANCE AND REPAIR RESPONSE TIME

- C.9.1** The Contractor shall establish a point of contact (name and phone number) for use by the Government in providing responses to Contractor equipment failures. The point of contact shall be available as specified in the delivery order throughout the delivery order's term. Initial telephone response to repair call messages shall be within the time frame specified in the delivery order. If a site visit is needed to repair equipment, repair personnel shall arrive on site within the time frame specified in the delivery order of the initial telephone response for non-emergency repairs or within the time frame specified within the delivery order for emergency repairs. Although normal contractor access is during the normal work hours specified for the specific site in the delivery order, the Contractor may be granted 24-hour per day access to the buildings for emergency work, unless otherwise restricted in the delivery order.
- C.9.2** Emergency maintenance and repair work is defined as specified in the delivery order.
- C.9.3** In the event the Contractor fails to respond as required in the delivery order or in the event of an emergency, the Government may perform emergency repairs to Contractor-owned equipment. The Contractor shall hold the Government harmless in such cases where the Contractor fails to respond in emergencies.

C.10 OPERATIONS AND MAINTENANCE MANUALS AND TRAINING FOR DELIVERY ORDER PROJECTS

C.10.1 Operations and Maintenance Manuals

The Contractor shall furnish operation and maintenance (O&M) manuals and recommended spare parts lists for O&M of the Contractor-installed delivery order projects and modified Government equipment. O&M plans and spare parts lists shall be submitted per requirements set forth in the delivery order.

C.10.2 Government Personnel Training for Delivery Order Projects

The Contractor shall provide a training program for Government personnel as specified

below. The program shall provide instruction on operation, troubleshooting, maintenance, and repair of delivery order projects. Training shall include both a classroom phase and a practical application phase. The training shall be videotaped and provided to the Government for subsequent training of new personnel. The course material shall include the operation and maintenance plans and manuals. The program shall be conducted at the delivery order's specified site(s) in facilities provided by the Government.

- a. **Emergencies:** After installation completion and prior to acceptance of the project equipment, the Contractor shall train Government personnel, at Contractor expense, as required, in the event of emergencies, to operate, maintain, and repair all Contractor installed equipment and those portions of Government equipment that have been modified or replaced to achieve proposed project performance.
- b. **Government Operated Equipment:** After installation completion and prior to acceptance of the project equipment, the Contractor shall train Government personnel, at Contractor expense, to operate, maintain and repair all Contractor installed equipment that will be operated by Government personnel, and those portions of Government equipment that have been modified or replaced to achieve proposed project performance that will be operated by Government personnel.
- c. **Contractor Operated Equipment:** Ninety (90) days prior to the end of delivery order's term, the Contractor shall train Government personnel, at Contractor expense, to operate, maintain, and repair all Contractor installed equipment that has been operated by Contractor personnel, and those portions of Government equipment that have been modified or replaced to achieve proposed project performance and have been operated by Contractor personnel.

C.11 GOVERNMENT PROJECTS

There shall be no restriction on Government projects of any kind including those that may provide energy conservation equipment, the removal of existing energy consuming equipment, or the addition of new energy consuming equipment for mission needs. The Government shall notify the Contractor when Government projects are to be implemented which may impact the installation or operations of Contractor installed delivery order projects.

C.12 AVAILABILITY OF UTILITIES

The Government will furnish water and electric current at existing outlets as may be required for the installation work to be performed under the delivery order at no cost to the Contractor. The Contractor at its expense and in a workmanlike manner satisfactory to the Agency Contracting Officer shall install and maintain all necessary temporary connections and distribution lines for each utility. Information concerning the location of existing outlets may be obtained from the Agency Contracting Officer or the Agency Contracting Officer's designated representative. The Contractor shall remove all the temporary connections, distribution lines, and associated equipment upon completion of the installation work.

C.13 CONTRACTOR-FURNISHED MATERIAL

The Contractor shall provide all materials and supplies necessary to perform the work as specified in the delivery order. Materials and supplies provided shall be of acceptable industrial grade and quality and in compliance with any applicable industry standards (i.e., Underwriters Laboratories, etc.). All such materials and supplies must be compatible and operate safely with existing systems equipment.

C.14 SALVAGE

All material and equipment which was identified in the Contractor's proposal for each delivery order project to be removed or disconnected during the installation phase shall remain the property of the Government and shall be moved by the Contractor at its expense to a Government designated

space for storage. The Government will identify the equipment it wants stored. Any material and equipment not to be stored and all debris resulting from the work under a delivery order shall become the property of the contractor and be removed from the site by the Contractor at its own expense.

C.15 ASBESTOS AND OTHER HAZARDOUS MATERIALS

In the event a project requires removal or abatement of asbestos or other hazardous material, the contractor shall be responsible for such removal or abatement unless otherwise agreed by the Agency Contracting Officer.

In the event friable asbestos or other hazardous material is identified after award, the contractor shall immediately stop work, take measures to reduce contamination and exposure and immediately notify the Agency Contracting Officer and the building manager of the condition and its location. If the Government determines that the condition must be addressed the Government shall then either:

- a. take such action itself, or through separate contract; or
- b. modify the delivery order to authorize the contractor to take such action.

In either case identified above, the contractor shall be entitled to an equitable adjustment in the delivery order terms to account for any delay or costs associated with the action.

C.16 DISPOSAL

Debris, rubbish and nonusable material resulting from the work shall be removed from Government property by the Contractor at contractor expense, as indicated below:

C.16.1 Hazardous Material Handling and Disposal

Hazardous wastes resulting from contractor-owned material and equipment must be disposed of in accordance with the Resource Conservation and Recovery Act (RCRA) and all applicable Federal, state and local regulations. All shipping manifests for hazardous waste must be signed and managed by the hazardous waste generator in accordance with RCRA requirements. Copies of the waste manifests shall be archived for a period of no less than 5 years. Upon request, copies of these manifests shall be provided to authorized Federal personnel for the project site. The hazardous waste generator will be required to have an EPA identification number according to RCRA requirements. The Agency Contract Officer or designee shall be contacted immediately if there are irregularities with the treatment, storage, treatment, and disposal of hazardous wastes, including waste manifest documentation. The delivery order may provide additional site specific requirements.

C.16.2 PCB Handling and Disposal

If PCB ballasts exist at the site covered by a delivery order, then the delivery order shall contain the necessary provisions addressing PCB recycling and/or disposal requirements to comply with applicable state and local regulations. The delivery order will provide additional site specific PCB handling and disposal requirements, if applicable.

C.17 SAFETY REQUIREMENTS

All work shall be conducted in a safe manner and shall comply with the requirements in the Army Corps of Engineers Safety Manual and the Accident Prevention clause in Section I of this contract (FAR 52.236-13). The Government will not provide safety equipment to the Contractor. Additional safety requirements may be included in delivery orders based on individual Federal agency implementing regulations, and/or specific requirements of the delivery order projects.

Other specific requirements relative to safety are as follows:

- a. Prior to commencing work, the Contractor shall meet with the Agency Contracting Officer and the Agency COR to agree upon administration of the safety program.
- b. The Contractor's workplace may be inspected periodically for OSHA violations. Abatement of violations shall be the responsibility of the Contractor and/or the Government as determined by the Contracting Officer. The Contractor will provide assistance to the Government representative and Federal or state OSHA inspector if a complaint is filed. Any fines levied on the Contractor by Federal or state OSHA offices due to safety/health violations (where and when applicable) will be paid promptly by the Contractor.
- c. In accordance with the Accident Prevention clause in Section I referenced above, the Contractor shall report to the Contracting Officer all accidents within twenty-four (24) hours of their occurrence.
- d. In accordance with the Accident Prevention clause in Section I, the Contractor shall submit to the Agency Contracting Officer a full report of damage to Government property and equipment by contractor's employees or contractor's subcontractors, at any tier. All damage reports shall be submitted to the Agency Contracting Officer within twenty-four (24) hours of the occurrence.
- e. The contractor shall be solely responsible for initiating, maintaining, and supervising all safety provisions, precautions and programs in the course of the performance of this contract. The contractor shall take adequate steps and precautions, and provide adequate protection, to prevent damage, injury, or loss to: (1) both Government or contractor personnel involved in the performance of the work under this contract, and to other persons who may be affected thereby; (2) materials and equipment to be installed, whether in storage on or off the project site, under the care, custody or control of the contractor or lower tier subcontractors; and (3) other property that may be present at the job site and adjoining areas. The contractor shall erect and maintain, as required by existing conditions and performance of this contract, adequate safeguards for safety and protection, including providing adequate lighting and ventilation, posting of danger signals and other warning signs against hazards, adhering to safety regulations, and notifying the Agency COR and other contractors at or near the project site and adjacent sites of any hazards.

C.18 GOVERNMENT FURNISHED PROPERTY AND CONTRACTOR FURNISHED MATERIAL

The Contractor shall provide all materials and supplies necessary to perform the work as specified in the delivery order. Materials and supplies provided shall be of acceptable industrial grade and quality and in compliance with any applicable standards (see Section C.5.2). All such materials and supplies must be compatible, and operate safely within design parameters of existing systems equipment.

As an ESPC contract presumes that all property will be furnished by the Contractor, a provision in a delivery order issued against this contract for specified Government Furnished Property for performance of this contract is not expected to normally occur. However, should Government Furnished Property be required or considered appropriate for a delivery order award, it would be designated and identified at this numbered provision in the delivery order request for proposal for the delivery order project.

SECTION D - PACKAGING AND MARKING

D.1 RESPONSIBILITY

The contractor, at the contractor's expense, shall be responsible for acquiring, shipping, marking, packaging, storing, and installing (and maintaining if indicated in the delivery order) all supplies, equipment, and materials required to implement delivery order projects.

D.2 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all deliverables shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.3 MARKING

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract by number, as well as the specific delivery order if applicable, under which the item is being delivered;
 - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s); and
 - (3) Indicates whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report or other deliverable being delivered to a party other than the Contracting Officer (either the DOE Contracting Officer for this contract or the Agency Contracting Officer for a specific delivery order), a copy of the document required in (a) above shall be simultaneously provided to the Agency Contracting Officer for the office administering the delivery order, as identified in Section G of the delivery order, or if none, to the Contracting Officer for this contract, identified in Section G of this contract.

D.4 DELIVERY AND STORAGE

The contractor shall properly store, adequately protect and carefully handle all equipment and materials to prevent damage. Delivery orders may specify any special State and local or agency-specific requirements for hazardous waste handling, storage, shipping and disposal as required for known or anticipated generation of hazardous waste. (See Provision C.16, "Disposal," in Description / Specifications/ Statement of Work at Section C.)

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION

Inspection of all items and services shall be accomplished by the DOE Contracting Officer's Representative (COR) for the contract, or the COR designated by the ordering agency in a specific delivery order, or their duly designated representatives, and will be conducted in accordance with the provisions and clauses of this section.

E.2 ACCEPTANCE

Acceptance of all work and effort under this contract or any delivery order issued against it (including Reporting Requirements if any) shall be accomplished by the Agency Contracting Officer for a specific delivery order, or any duly designated representative.

E.3 52.246-12 INSPECTION OF CONSTRUCTION - FIXED PRICE (AUG 1996)

- (a) Definition.

"Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not:
 - (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) below.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes re-inspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents

to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

- (g) If the Contractor does not promptly replace or correct rejected work, the Government may:
 - (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
 - (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

E.4 INSPECTION AND ACCEPTANCE OF INSTALLED ECMs

Each delivery order will include specific inspection and acceptance criteria pertinent to the ECMs covered by the delivery order. The following general inspection and acceptance requirements shall apply to each delivery order, unless otherwise indicated in the order:

- (a) The Government and contractor shall jointly inspect ECMs. Inspections will be conducted simultaneously, when possible, by both the Government and contractor representatives to facilitate mutual agreement on satisfactory delivery order performance.
- (b) The contractor shall notify the Agency Contracting Officer fifteen (15) working days in advance of installation completion (or such other notification period as may be specified in a delivery order) by submitting a written request for inspection. The request shall identify the location, describe the ECMs installed, schedule testing for verifying energy/cost savings performance, and recommend dates for inspection (if any).
- (c) The Government shall provide written notification to the contractor of scheduled date and time for Government inspection within ten (10) working days after receipt of inspection notification and request (or such other period as may be specified in delivery order).
- (d) Each delivery order may include additional agency-specific or site-specific inspection and acceptance requirements. The contractor shall review each delivery order to determine the recommended applicable inspection and acceptance requirements for that delivery order.

E.5 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE (AUG 1996)

- (a) Definitions.

"Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection

work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may:
 - (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 - (2) reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may:
 - (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
 - (2) terminate the contract for default.

E.6 52.246-20 WARRANTY OF SERVICE (APR 1984)

- (a) Definitions:

"Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, or approves specific services, as partial or complete performance of the contract.

"Correction," as used in this clause, means the elimination of a defect.
- (b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor within 30 days from the date the defect or nonconformance is detected by the Government. This notice shall state either (1) the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.
- (c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.
- (d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE OF INDEFINITE DELIVERY/INDEFINITE QUANTITY (IDIQ) CONTRACT, OPTION, AND DELIVERY ORDERS

The contractor shall be required to commence work under this contract only upon issuance of delivery orders against it. The contractor shall be required to commence work on specific delivery orders within the number of days specified in the delivery order, once the contractor has received a notice to proceed. The contractor shall then prosecute the work diligently and complete the installation of all ECMs in accordance with the schedule established in the delivery order.

F.1.1 Base Contract Term:

The IDIQ contract term shall consist of a maximum basic performance period of five (5) years from date of contract award, with an ordering period for placement of delivery orders beginning on the date of contract award through October 1, 2003. (See Section B.4 for additional information on the ordering period.)

F.1.2 Option Term:

The IDIQ option term shall consist of a maximum basic performance period of five (5) years from date the option is exercised, with an ordering period for placement of delivery orders beginning on the date the option is exercised through October 1, 2003. (See Section B.4 for additional information on the ordering period.)

F.1.3 Delivery Order Term:

The delivery order term shall be specified in each delivery order. The delivery order term is comprised of the installation time for all ECMs after award as indicated on Schedule DO-1 (Final) (in months), and the energy savings performance period as indicated on Schedule DO-1 (Final) (in years). (See Part III, Section J, Attachment 3 for these DO Schedules.) In no event shall a delivery order's term exceed twenty-five (25) years.

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance will be specified in each delivery order.

F.3 DELIVERABLES

There are no specific contractor deliverables for this contract. The contractor shall, however, be required to submit the deliverables specified in the Reporting Requirements included in each specific delivery order, in accordance with the instructions contained in them, as well as in accordance with the provisions in Section D of this contract. (As also indicated in Section B.1, a Sample Reporting Requirements Checklist for Delivery Orders is contained in Part III, Section J, Attachment 4 to this contract.)

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION FOR THE GOVERNMENT

- (a) ADMINISTRATION OF THE CONTRACT: Administration of this contract shall be accomplished by the following DOE representatives:
1. Contract Specialist: The Contract Specialist for this contract is John R. Columbia, telephone no.: (412) 386-6144; fax no.: (412) 386-6137.

The contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters.
 2. Contracting Officer's Representative (COR): The COR for this contract is Bill Klebous, telephone no.: (212) 264-0691

The contractor shall use the COR as the focal point for all technical matters **ONLY**.

All correspondence, other than technical correspondence, shall be addressed to the Contract Specialist, with information copies to other Government personnel as appropriate. All technical correspondence, excluding correspondence where patent or technical data issues are involved or which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of the contract, may be addressed to the COR, with informational copies to the Contract Specialist.
- (b) ADMINISTRATION OF DELIVERY ORDERS: Administration of delivery orders issued against this contract shall be accomplished by the Agency Contracting Officer and Agency COR, and any other individuals as appropriate, identified in each delivery order by the ordering agency contracting office.

G.2 INVOICING INSTRUCTIONS

The Contractor shall submit invoices in accordance with the specific instructions provided in each delivery order issued against this contract. These instructions will vary by ordering agency, and will include invoice format, invoice contents and any attachments or enclosures, submission and addressing instructions, etc. Included with each invoice will be ECM performance data as required by the site-specific M&V Plan.

G.3 START OF INVOICE SUBMITTALS FOR DELIVERY ORDER PROJECTS

- (a) The contractor may submit invoices for ECM payments when all ECMs have been installed, and accepted, unless otherwise specified in the delivery order. The Agency COR for the specific delivery order shall make the determination of whether the ECMs have performed in a satisfactory manner for the 30 day period.
- (b) The contractor will receive monthly payments based on the annual fixed payment schedule, as established in each delivery order [column (c) of Schedule DO-1 (Final)]. Any credits becoming due to the Government may be applied against contractor's subsequent invoices, with appropriate information attached.

G.4 PAYMENT TO THE GOVERNMENT FOR GUARANTEED SAVINGS SHORTFALL

Contractor failure to achieve guaranteed annual cost savings that meet or exceed values specified in Schedule DO-1 (Final) or DO-1A (Final), column (b) for a specific delivery order will result in overpayment of negotiated contractor annual payments. A guaranteed savings performance shortfall will be established from invoices and the annual ECM performance verification report. Reimbursement of the Government overpayment of annual contractor payments due to annual cost savings shortfall shall be made by deductions from the contractor's future invoice(s). The Government may also adjust the next year's monthly contractor payments downward to meet the

projected annual cost savings level established by the annual ECM performance verification M&V documentation. If monthly contractor payments are adjusted, they will be restored when the contractor can provide evidence that the cause of energy cost savings shortfall has been corrected and ECM performance for the following year will meet or exceed the guaranteed level in Schedule DO-1 (Final) or DO-1A (Final), column (b). This remedy is in addition to any other remedy the Government may have under the contract or under the law, including its right to terminate for default.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 CANCELLATION OF ITEMS

- (a) Cancellation, as used in this clause, means that the Government is canceling its requirements for all items in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur, by the date or within the time period specified in the Schedule, (unless a later date is agreed to) if the Contracting Officer (1) notifies the Contractor that funds are not available for contract performance for any subsequent program year or (2) fails to notify the Contractor that funds are available for performance of the succeeding program year requirement.
- (b) Except for cancellation under this clause or termination under the Default clause, any reduction by the Contracting Officer in the requirements of this contract shall be considered a termination under the Termination for Convenience of the Government clause.
- (c) If cancellation under this clause occurs, the Contractor will be paid a cancellation charge not greater than the cancellation ceiling specified in Schedule DO-5, and as applicable at the time of cancellation.
- (d) The cancellation charge will cover only (1) costs (i) incurred by the prime contractor and/or subcontractor(s); (ii) reasonably necessary for performance of the contract; and (iii) that would have been equitably amortized in the unit prices for the entire multiyear contract period but, because of the cancellation, are not so amortized; and (2) a reasonable profit on the costs.
- (e) The cancellation charge shall be computed and the claim made for it as if the claim were being made under the Termination for Convenience of the Government clause of this contract. The Contractor shall submit the claim promptly but no later than 1 year from the date (1) of notification of the nonavailability of funds, or (2) specified in the Schedule by which notification of the availability of additional funds for the next succeeding program year is required to be issued, whichever is earlier, unless extensions in writing are granted by the Agency Contracting Officer.
- (f) The Contractor's claim may include -
 - (1) Reasonable nonrecurring costs which are applicable to and normally would have been amortized in all items to be furnished under the multiyear requirements;
 - (2) Allocable portions of the costs of facilities acquired or established for the conduct of the work, to the extent that it is impracticable for the Contractor to use the facilities in its commercial work and if the costs are not charged to the contract through overhead or otherwise depreciated;
 - (3) Costs incurred for the assembly, training, and transportation to and from the job site of a specialized work force; and
 - (4) Costs not amortized by the unit price solely because the cancellation had precluded anticipated benefits of Contractor or subcontractor learning.
- (g) The claim shall not include -
 - (1) Labor, material, or other expenses incurred by the Contractor or subcontractors for performance of the canceled work;
 - (2) Any cost already paid to the Contractor;
 - (3) Anticipated profit on the canceled work; or
 - (4) For service contracts, the remaining useful commercial life of facilities. Useful commercial life means the commercial utility of the facilities rather than their

physical life with due consideration given to such factors as location of facilities, their specialized nature, and obsolescence.

H.2 CONFIDENTIALITY OF INFORMATION

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material aspects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all subcontracts.

H.3 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications and Other Statements of the Offeror for this contract, dated **[date to be inserted at award]**, are hereby incorporated by reference. They are located in the official contract file for the award.

Additional Representations and Certifications may be required by the Agency Contracting Officer for specific delivery order awards.

H.4 TECHNICAL DIRECTION

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR) identified elsewhere in this contract, or to that of the Agency COR for each delivery order issued against the contract. The term "technical direction" is defined to include:

- (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
 - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
 - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
- (1) Constitutes an assignment of additional work outside the Statement of Work;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes";
 - (3) Causes an increase or decrease in the total price or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
- (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
 - (2) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes Alternate I" of the contract.

H.5 MODIFICATION AUTHORITY (APR 1984)

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work;
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H.6 RIGHTS TO PROPOSAL DATA

Pursuant to the Section I clause entitled "RIGHTS TO PROPOSAL DATA" the following portions of the contractor's proposal is listed as proprietary data (The offeror shall insert as indicated below):

Contractor's proposal dated: **[date to be inserted at award, if applicable]**

Page numbers of proprietary data within the Contractor's proposal: **[to be inserted at award if applicable]**

H.7 GOVERNMENT PROPERTY REGULATIONS

The contractor and its employees shall be knowledgeable of and observe all Government property regulations, posted or otherwise, at the site where performance occurs for specific delivery order projects. A copy of the applicable agency regulations for the specific project site will be provided, upon contractor request, by the Agency COR for the project.

H.8 RESPONSIBILITY FOR LOSS OR DAMAGE TO CONTRACTOR PROPERTY

Except to the extent that the Government, on a delivery order basis, assumes responsibility for damage to contractor owned property resulting from Government maintenance and operations of contractor owned equipment the Government shall be responsible for loss or damage to the property of the Contractor and its employees only to the extent authorized by the Federal Tort Claims Act.

H.9 CONTRACTOR EMPLOYEES

- (a) Upon receipt of notice of award of the IDIQ contract and upon receipt of notice of award for each delivery order, the contractor shall provide the Agency Contracting Officer for the delivery order, or the Agency Contracting Officer's designated representative, with the name(s) of the responsible supervisory person(s) authorized to act for the contractor.
- (b) The contractor shall furnish sufficient personnel to perform all work specified within the delivery order.
- (c) Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.
- (d) The contractor shall remove from the site any individual whose continued employment is deemed by the Agency Contracting Officer or the Agency Contracting Officer's designated representative to be contrary to the public interest or inconsistent with the best interests of Government business or national security.
- (e) No employee or representative of the Contractor will be admitted to the work site unless that employee furnishes satisfactory proof that he/she is a citizen of the United States.

H.10 SECURITY REQUIREMENTS

- (a) **Passes and Badges:** All contractor employees shall obtain employee and vehicle passes and badges as required by the agency for the specific delivery order project site. The contractor will, prior to the start of on-site work, submit to the Agency Contracting Officer for the delivery order, or the Agency Contracting Officer's designated representative, an estimate of the number of employees expected to be utilized at any one time on the delivery order. The Government will issue badges without charge. When an employee leaves the contractor's service, the employee's pass and badge shall be returned within Ten (10) days.
- (b) **Contractor Vehicles:** Each contractor vehicle shall display the contractor's name such that it is clearly visible. Contractor vehicles shall, at all times, display a valid state license plate and safety inspection sticker.

(c) **Contractor Access to Buildings:**

- (1) It shall be the contractor's responsibility, through the Agency Contracting Officer or the Agency Contracting Officer's designated representative, to obtain access to buildings on the delivery order project site, as necessary, and arrange for the buildings to be opened and closed for the following:
 - i. For minor work of two hours or less duration, the contractor shall contact the building manager and security organization.
 - ii. For major work, defined as work in excess of two hours duration, and/or work that will create dust or noise, the contractor shall contact the Agency Contracting Officer or the contracting officer's designated representative at least one week in advance of the start of the work. The contractor must provide a description of the work, the number of workers required, and duration of the work.
- (2) Keys may be issued to the contractor; however, it shall be the contractor's responsibility to make adequate arrangements for security of the building at the end of each work day. The contractor shall be responsible for the cost of replacing any keys that are furnished to and lost by its employees. If the Agency Contracting Officer or the Agency Contracting Officer's designated representative decides that a lock must be replaced because of the loss of a key by the contractor's employee(s), the contractor shall pay the cost of that replacement. Similarly, the contractor shall pay the cost of changing a combination if the contracting officer or the Agency Contracting Officer's designated representative has reasonable cause to assume that the combination has been compromised.
- (3) Access to tenant command spaces must be scheduled with the Agency Contracting Officer or the contracting officer's designated representative at least ten (10) days in advance. Notice must include names of employees to be admitted, expected arrival time, and visit duration. Buildings that require an escort will be identified in the solicitation for a specific project. All access will be during normal working hours, Monday through Friday, as specified in the delivery order.

(d) **Contractor Access to secure areas:**

Certain areas of a project site may require that the contractor and its employees have an escort, and/or place limits on the days and times that the contractor and its employees may work in these areas. Specific delivery orders will identify any such secure areas and the requirements for contractor access to them.

H.11 WORK SCHEDULE REQUIREMENTS

The contractor shall arrange its on-site work so that it will not interfere with normal Government business. The contractor shall develop a monthly work schedule for all on-site work performed from delivery order award through installation period for all ECMs. In no event shall the contractor change approved work schedules without the prior consent of the contracting officer or the contracting officer's designated representative. If the contractor desires to work on Saturday, Sunday, holidays, or outside the project site's normal working hours, which normal working hours will be specified in the delivery order, it may submit a request for approval to the Agency Contracting Officer's designated representative at least seven (7) working days prior to the proposed start of such work.

H.12 PERMITS

In accordance with the "Permits and Responsibilities" clause in Section I, "Contract Clauses", the contractor shall, without additional expense to the Government, obtain all licenses, and permits required to conduct the work. The contractor shall comply with all applicable Federal, state and local laws. Evidence of such permits and licenses shall be provided to the Agency Contracting

Officer or the Agency Contracting Officer's designated representative before work commences.

H.13 FIRE PREVENTION

The contractor shall ensure that its employees shall know how to activate a fire alarm. The contractor shall observe all requirements for handling and storing combustible supplies, materials, waste and trash. Contractor employees operating critical equipment shall be trained to properly respond during a fire alarm or fire in accordance with the applicable agencies fire prevention procedures, rules or regulations as identified in the delivery order. The contractor shall obtain all required welding permits prior to any welding. The contractor shall comply with NFPA requirements. A fire watch shall be utilized when hot work is being performed.

H.14 WAGE DETERMINATIONS AND DAVIS BACON WAGE RATES

For solicitation purposes, the offeror shall comply with the requirements of any U.S. Department of Labor Wage Determination(s) which may be appropriate for the location of the proposed federally-owned facility, and indicate what was used. For contract purposes, compliance with U.S. Department of Labor Wage Determinations will be as required in the DO RFP for the delivery order project, as indicated by the Agency Contracting Officer.

H.15 REQUIRED INSURANCE

- (a) The contractor shall procure at its expense and maintain during the entire period of performance under this IDIQ contract and the delivery orders awarded to the contractor against it the following minimum insurance coverage. Specific delivery orders may require additional insurance coverage, which would be specified in the delivery order. If additional insurance coverage is specified in a delivery order, the Contractor shall maintain at its own expense for the delivery order term, the following additional insurance coverage:
 - 1. Comprehensive general liability: \$500,000 per occurrence.
 - 2. Automobile liability: \$200,000 per person, \$500,000 per occurrence, \$20,000 per occurrence for property damage.
 - 3. Workers' compensation: As required by Federal and state workers' compensation and occupational disease statutes.
 - 4. Employer's liability coverage: \$100,000 except in states where workers' compensation may not be written by private carriers.
 - 5. Other insurance as required by State law.
- (b) Prior to commencement of work, the contractor shall furnish to the Agency Contracting Officer a certificate or written statement of the required insurance coverage. The policies evidencing required insurance coverage shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which the delivery order is to be performed and in no event less than thirty (30) days after written notice thereof to the Agency Contracting Officer.
- (c) The contractor agrees to insert the substance of this clause in all subcontracts hereunder.
- (d) Nothing herein shall relieve or limit the contractor of liability for losses and damages to person or property as a result of its operation. The contractor shall indemnify and hold harmless the Government from any and all liability associated with its operation.

H.16 ADDITIONAL DELIVERY ORDER CLAUSES FOR WORK ON DOE FACILITIES HAVING CLASSIFIED INFORMATION

- a) If the ECM projects covered by a delivery order involve work to be performed at a Department of Energy facility that has classified information (section 41 of the Atomic

Energy Act of 1954, as amended), DEAR 952.204-2, Security (SEP 1997) and DEAR 952.204-70, Classification/Declassification (SEP 1997) may apply to that delivery order. The specific delivery order for such site shall incorporate these clauses, if applicable.

- b) If the ECM projects covered by a delivery order involve work to be performed at a Department of Energy facility that has classified information (section 41 of the Atomic Energy Act of 1954, as amended), the contractor may be required to submit its representation concerning foreign ownership, control, or influence over contractor, DEAR 952.204-73; and the clause DEAR 952.204-74, Foreign Ownership, Control, or Influence over Contractor (Apr 1984) may apply to that delivery order. The solicitation for such site would request the representation, and the specific delivery order for such site would incorporate the clause, if applicable.

H.17 GOVERNMENT PROPERTY AND DATA (MODIFIED) (JAN 1992)

Except as otherwise authorized in writing by the Contracting Officer, the Contractor is not authorized to acquire as a direct charge item under this contract any real or personal property items. The Agency Contracting Officer for a specific delivery order issued against this contract may authorize the acquisition of Government property or data, as agreed upon and indicated in the specific delivery order.

H.18 LIQUIDATED DAMAGES

Ordering agencies may include liquidated damages provisions in delivery orders.

H.19 TITLE TO AND RESPONSIBILITY FOR CONTRACTOR-INSTALLED EQUIPMENT

- (a) All equipment installed by the contractor at installation is and remains the property of the contractor during the delivery order's term unless otherwise specified and mutually agreed to in a delivery order.
- (b) The contractor may modify, replace, or change the systems and equipment during the delivery order from that originally approved. However, any proposed modification, replacement, or change shall require notification and coordination with and approval of the Agency Contracting Officer. Any such modification, replacement, or change of systems or equipment shall be performed by the contractor at no cost to the Government and shall not interfere with Government operations and mission.
- (c) At the expiration of the delivery order term, all rights, title, and interest in and to all improvements and equipment constructed or installed on the premises and additions, shall vest in the Government (unless otherwise specified in the delivery order), at no additional cost, free and clear of all and any mechanics liens and encumbrances created or caused by the contractor. If the government takes title to improvements and/or equipment, the contractor shall surrender possession of said premises and the improvements and equipment to the Government in good repair and condition, reasonable wear and tear accepted.
- (d) If the IDIQ contract or a specific delivery order is terminated for convenience, all rights, title, and interest in and to all improvements, additions, or equipment of all ECMs installed by the contractor to which the Government determines to take possession shall vest in the Government. For those ECMs for which the Government takes possession and thereby obtains title, the contractor shall be compensated in accordance with FAR 52.249-2, Termination for Convenience of the Government (Fixed-Price).

H.20 NOTICE OF PAYMENT AND PERFORMANCE BOND REQUIREMENTS

Copies of standard bond forms, SF-25 and SF-25A, will be required to be completed prior to delivery order awards, in accordance with the following provisions.

H.20.1 Project Financing by Contractor

- (1) The Government will notify the selected contractor of its intent to award the delivery order. Pursuant to Section H.30, Preaward Requirements, the selected contractor shall furnish acceptable evidence of a surety's commitment to provide performance and payment bonds to the Government.
- (2) Within 30 days after award of delivery order or acceptance of ECM installation plans, whichever is later, the selected contractor shall provide a performance bond (Standard Form 25) and a payment bond (Standard Form 25A) in duplicate. The performance bond penal sum shall be in an amount equal to the estimated cost of restoring all impacted government property (including the site of ECM's) to their original condition. Thus performance bonding for the cost of ECMs is not required.

The performance and payment bonds shall remain in effect during the total installation period for all ECMs. After acceptance the performance bond shall be reduced to a penal sum adequate to protect the government's interest in performance of post-acceptance services during the 1-year warranty period. The payment bond penal sum shall be adequate, as determined by the ordering agency, to pay all suppliers and subcontractors. The payment bond shall be released upon receipt of satisfactory evidence that all subcontractors, laborers, and material suppliers have been paid in full. The BAMF/ECM installation period shall include all time required for installation, testing, measuring initial performance, and Government acceptance of all installed ECMs.

- (3) Because ECMs are installed on or affixed to Government property, mechanics liens are prohibited. Therefore, the payment bond shall secure the contractor's obligations for payment of laborers, suppliers, and subcontractors.
- (4) Each subcontract, under this IDIQ contract or under a specific delivery order shall include a provision that prohibits placing mechanics liens against any ECMs installed on or affixed to Government property under this IDIQ contract or under a specific delivery order.

H.20.2 Project Financing by Third Party

- (1) The Government will notify the selected contractor of its intent to award the delivery order. Pursuant to Section H.30, Preaward Requirements, the selected contractor shall provide, to the Government, proof of project financing and acceptable evidence of a surety's commitment to provide performance and payment bonds.
- (2) Within 30 days of award of the delivery order or acceptance of installation plans, whichever is later, the selected contractor shall furnish a certified copy and duplicate of a performance bond, with project financier as co-beneficiary along with the Government. The performance bond shall be in a penal sum equal the estimated cost of restoring all impacted government property (including the site of the ECMs) to their original condition. The payment bond penal sum shall be sufficient to cover all subcontractors, laborers and suppliers in the amount of any liens they could hold in a non-Federal contract, or as required by state law.

The performance and payment bonds shall remain in effect during the total installation period for all ECMs. After acceptance the performance bond shall be reduced to a penal sum adequate to protect the Government's interest in performance of post-acceptance services during the one 1-year warranty period. The payment bond penal sum shall be adequate, as determined by the ordering agency, to pay all suppliers and subcontractors. The payment bond shall be released upon receipt of satisfactory evidence that all subcontractors, laborers, and material suppliers have been paid in full. The ECM installation period shall include all time required for installation, testing, measuring initial performance, and Government acceptance of all installed ECMs.

- (3) Because ECMs are installed on or affixed to Government property, mechanics liens are prohibited. Therefore, the payment bond shall secure the contractor's obligations for payment of laborers, suppliers, and subcontractors.

- (4) Each subcontract, under this IDIQ contract or under a specific delivery order shall include a provision that prohibits placing mechanics liens against any ECM installed on or affixed to Government property under this IDIQ contract or under a specific delivery order.

H.21 SUBCONTRACTS (MODIFIED) (SEP 1996)

- (a) Prior to the placement of subcontracts and in accordance with the clause, "Subcontracts-Fixed-Price Contracts," the Contractor shall ensure that:
 1. they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flowdown applicability of the clauses entitled "Utilization of Small Business Concerns" and "Small Business Subcontracting Plan" contained in Part II, Section I of the contract;
 2. any applicable subcontractor Representations and Certifications are obtained; and
 3. any required prior notice and description of the subcontract is given to the Agency Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Agency Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms and conditions, determination of the of any price revision of the delivery order issued against this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.
- (b) The contractor shall also obtain and furnish to the Agency Contracting Officer either an OCI Disclosure Statement or Representation form in accordance with DEAR 952.209-72 "Organizational Conflicts of Interest Disclosure or Representation" for all subcontractors to be utilized under this contract at DOE project sites. No work shall be performed by the subcontractor until the Agency Contracting Officer has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

H.22 UTILITY ENERGY EFFICIENCY/RENEWABLE PROJECT FINANCIAL INCENTIVES, TAX CREDITS AND GREENHOUSE GAS CREDITS

The implementation of a BAMF system may result in financial incentives from the serving utility company. Unless otherwise specified in the delivery order, the contractor shall be responsible for preparing all documentation required to apply for such financial incentives including documentation that requires Government signature. Financial incentives shall be a factor considered in delivery order pricing.

Likewise, tax credits and greenhouse gas credits may be available based on the proposed delivery order project. The contractor shall disclose to the Government any Federal or state tax credits and greenhouse gas credits applicable to the project and take all steps necessary to claim such credits. The credits shall be a factor considered in delivery order pricing.

This requirement shall flow-down to subcontractors.

H.23 FEDERAL ENERGY MANAGEMENT PROGRAM (FEMP) DELIVERY ORDER REQUEST FOR PROPOSAL (DO RFP) FORMAT

The DOE Contracting Officer for this contract will create a prescriptive delivery order request for proposal (DO RFP) format for use by ordering agencies in requesting offers from the contractor(s) for specific delivery order projects, and will make it available upon request to any authorized Contracting Officer from any federal agency. This format will provide, in contract chronological order, only those provisions and clauses throughout the contract which need to be addressed in

developing the description of a specific project, and the differing or additional agency and site specific requirements relative to it. In addition, the DO RFP will include a Standard Data Package (SDP) format Attachment which provides the framework for the technical description of the specific project site.

Ordering agencies will use these formats, or comparable ones providing the same relevant information, in requesting offers for specific projects and for placing delivery orders against this contract.

H.24 PROCEDURES FOR AWARDING DELIVERY ORDERS

The Government may have awarded more than one contract for the work specified in the Statement of Work of this contract. The Contracting Officer or other authorized ordering official may issue delivery orders to the contractor and/or the other contractors during the terms of the respective contracts. Selection of the contractor or a companion contractor for issuance of a specific delivery order will be made pursuant to the provisions in either paragraph (a) or (b) below.

The DOE Contracting Officer or the Federal agency's Contracting Officer shall have the final decision authority as to the extent to which offers will be solicited for individual delivery orders, taking into account technical, economic, performance risk considerations, and the factors described below. Such decision shall not be subject to dispute.

No protest under 48 CFR (FAR) Part 33 is authorized in connection with the issuance or proposed issuance of a delivery order under this contract except for a protest on grounds that the delivery order increases the scope, period, or maximum value of the contract. The Department of Energy Task and Delivery Order Ombudsman shall be responsible for reviewing complaints from any contractor arising from the Contracting Officer decision as to the extent to which offers will be solicited for individual delivery orders, and for ensuring in general that all of the contractors receiving awards are afforded a fair opportunity to be considered. The DOE Ombudsman is Stephen D. Mournighan.

The contractor agrees that issuance of a delivery order in accordance with any of the procedures in this provision is deemed to have provided the contractor with a "fair opportunity to be considered," as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

(a) Single Source Awards

The Agency Contracting Officer may issue a delivery order to any one of the contractors receiving an award from this solicitation if he determines unilaterally that (pursuant to 41 U.S.C. 253j):

1. The agency's need for the services ordered is of such unusual urgency that providing such opportunity to all contractors would result in unacceptable delays in fulfilling the need;
2. Only one such contractor is capable of providing the services or property required at the level of quality required because the services or property ordered are unique or highly specialized;
3. It is necessary to place an order with a particular contractor in order to satisfy a minimum guarantee of this contract;
4. The delivery order should be issued on a sole source basis in the interest of efficiency and economy because it is a logical follow-on to a delivery order previously issued to a contractor on a competitive basis; and
5. It is a Contractor-identified project for which rationale can be identified and documented that consideration of other IDIQ contractor offers for the project site is not in the best interests of the Government and/or the IDIQ contractors.

(b) **Awards Based on Fair Consideration of IDIQ Contractors**

The Agency Contracting Officer may make selections of IDIQ contractors and issue delivery orders based on competition among two or more of the awardees for these ESPC efforts. Evaluation of performance against previous delivery orders against this contract may be used as a means of selecting a limited number of contractors (i.e., less than the total number of contractors that received an award for the Statement of Work for this contract) that may submit proposals.

The Government anticipates awarding fixed price delivery orders against this contract.

A **Contractor-Identified ECM Project** is an ECM project identified/developed by one of the multiple awardee IDIQ contractors and accepted by the DOE COR. A **Government-Identified ECM Project** is an ECM project initiated by a Federal agency's release of a DO RFP and associated SDP to multiple awardee IDIQ contractor(s).

Unless modified in the DO RFP, the delivery order process for both types of projects require the IDIQ contractor to submit an Initial Proposal (for the agency to make its conditional selection of the contractor) followed by a Detailed Energy Survey Report and Final Proposal. Initial proposal preparation instructions are described at H.25, and its evaluation procedures are described in H.26. The Detailed Energy Survey report preparation instructions are listed in H.27. The final proposal preparation instructions are specified in H.28 and its evaluation procedures are specified in H.29. Ordering agencies may identify different instructions and procedures in the DO RFPs for their specific delivery order projects; however, the instructions and procedures provided below will apply unless other instructions which supersede or revise them are identified in the DO RFPs. (DO RFP prescriptive format should suggest that DES report can be included in final proposal if desired)

Before an IDIQ contractor may submit a Contractor-Identified ECM Project, the IDIQ contractor must first obtain the concurrence of the DOE COR for this contract. This request for concurrence should be in writing and the request should provide sufficient information such that the DOE COR is able to discuss the request with the agency where the project is proposed to be performed. The DOE Contracting Officer will provide the requested concurrence, or nonconcurrence, of the DOE COR in writing, and within thirty (30) days of the request. Upon this concurrence, an initial proposal, within the scope of this contract, must be submitted. Since a DO RFP is not issued before an IDIQ contractor prepares an initial proposal on a Contractor identified project, sections H.25 and H.26 always apply for those projects.

H.25 REQUIREMENTS FOR INITIAL PROPOSAL CONTENTS FOR BAMF DELIVERY ORDER ECM PROJECTS

The purpose of the Initial Proposal is to provide the minimum information required for the Government (specifically, the agency personnel where the potential project would be performed and the DOE COR) to review the merits of the project and its potential technical feasibility, and thereby make a determination as to whether the potential project will be pursued. After the Government reviews the Initial Proposal, the Agency Contracting Officer will respond to the IDIQ contractor in writing, indicating whether or not the project will be pursued and by what means. This Notice of Intent to Award (NOI) and the associated RFP will detail any other specific requirements. For Contractor-Identified projects, the NOI will normally be issued concurrently with the DO RFP for the project, although concurrent issuances are not required. Note that the NOI and DO RFP may permit or require additional, different or deleted ECMs, with associated scope changes, in the final proposal, or otherwise establish parameters for the final proposal which cause variance from the Initial Proposal.

The Government shall not be liable for costs associated with audits and preparation of Initial Proposals, unless the project addressed by the Initial Proposal later becomes a delivery order award. Further, the Government will not have rights to the contractor's proprietary work products such as surveys, data, feasibility study reports, and design documentation.

The Contractor shall submit a technical and price proposal in both electronic (Word and Excel) and hardcopy formats. The technical and price proposal shall be in accordance with the following

requirements, i.e., contain at least the following minimum information:

- (a) Identification of ECM project: Identify the location of the ECM project (e.g., the Federal Agency, the facility manager's name and telephone number, the building and site address, etc.) and provide a narrative summary of the proposed ECM project to include, at a minimum: (a) proposed system or component upgrade, deficiency correction, repair or replacement; and (b) proposed system operational changes and estimated energy usage before and after implementation of the proposed ECMs.
- (b) Energy Savings Proposed: This section shall describe the estimated annual energy savings for the ECM project using Schedule DO-4 (in all applicable energy/demand units). While a detailed energy analysis is not expected at this time, the contractor should submit its (a) assumptions on current facility or energy system operating conditions, (b) assumptions on proposed facility or energy system operating conditions, (c) energy savings calculations, using formulas and procedures based on accepted engineering principles, including synergistic effects of other ECMs, and (d) references used for data, assumptions or empirical formulas. This section should contain only sufficient information for the Government to determine whether it is a feasible project.
- (c) M&V Overview: Provide a general description of and support the measurement and verification plan selected for this project, referenced to the FEMP M&V Guide.
- (d) Management Approach: Provide the following:
 - (1) Organization: Show the organization (by name as available) for implementing and managing the project, to include the responsibilities of each individual/element shown and the lines of authority within the overall organization. Also identify what portions of the effort, if any, are to be subcontracted, and if so, provide the same information for subcontractor organization and personnel.
 - (2) Risk/Responsibility Matrix: The contractor shall complete and submit with its Initial Proposal a Risk/Responsibility Matrix detailing its proposed approach or method to address each area in the Risk/Responsibility Matrix. The format and content of this Risk/Responsibility Matrix is provided at Part III, Section J, Attachment 6. The agency will review and provide comments on its assessment of the proposed contractor and agency roles and responsibilities based on this required contractor submittal.
 - (3) Operations, Maintenance, Repair and Replacement: Show the organization structure and describe the approach, for performance of the delivery order's operations, maintenance and repair and replacement requirements.
- (e) Price Portion of the Proposal: The contractor shall submit completed Schedules DO-1 (Initial) or DO-1A (Initial), DO-2, DO-3 and DO-4. For a contractor-identified ECM project, a Rough Order of Magnitude Estimates are acceptable. For a Government-identified project, the DO RFP may require more detailed estimates. The pricing in these schedules should be supported with the MINIMUM amount of detail to permit the Government to determine whether it is a cost-effective project.

Explanations of the schedules and instructions for their completion are provided below:

Schedule DO-1 (Initial) or DO-1A (Initial) --- Proposed Guaranteed Annual Cost Savings and Annual Contractor Payments:

Schedule DO-1 (Initial) or DO-1A (Initial) shall be submitted with the Initial Proposal and may be revised and resubmitted upon completion of a Detailed Energy Survey and submission of a final proposal. Schedule DO-1 (Initial) or DO-1A (Initial) is used to submit the offeror's initial estimations of:

column (a) - annual cost savings,
column (b) - guaranteed annual cost savings, and

column (c) - annual contractor payments

for a specific delivery order project, and shall be submitted with all delivery order proposals.

Schedule DO-1A (Initial) should be submitted only if both of the following statements are true. If either of the statements is false, Schedule DO-1 (Initial) should be submitted.

- (1) Performance period expenses include payments to the contractor for the purchase of a biomass or alternate methane fuel (BAMF) and the BAMF Purchase Price (BPP) is equal to the Avoided Fuel Price (AFP) less the BAMF Price Discount (BPD): $BPP = AFP - BPD$.
- (2) Over the term of the delivery order, the Avoided Fuel Price (AFP) is linked to one or more time-varying, independent fuel price indices.

The values submitted on Schedule DO-1 (Initial) or DO-1A (Initial) are for 12-month periods, beginning after completion by the contractor of the implementation period for all ECMs, and acceptance by the Government. The estimated annual cost savings proposed for each year of the proposed delivery order performance period shall be based on projected energy savings presented in the technical proposal for the delivery order project, and trace to the other DO Schedules required for submission. The annual contractor payments proposed shall be for each year of the proposed delivery order performance period after implementation and acceptance by the Government.

Prior to completing DO-1 (Initial) or DO-1A (Initial), the offeror shall seek guidance from the Government to determine what utility rates and escalation rates should be used in order to estimate the annual cost savings in column (a). In addition, if using DO-1A (Initial), the offeror shall seek guidance from the Government to determine:

- (1) the stipulated BAMF usage (column i),
- (2) the minimum and maximum Avoided Fuel Prices (columns ii and iii), and
- (3) the formula by which the Government's Avoided Fuel Price will be calculated, including one or more time-varying, independent fuel price indices to which it is linked over the term of the proposed delivery order term.

Schedule DO-2 --- Implementation Price for ECMs:

Schedule DO-2 shall be submitted with the Initial Proposal, and the schedule may be revised and resubmitted by the selected contractor upon completion of their Detailed Energy Survey and submission of a final proposal. Schedule DO-2 presents the offeror's implementation period investment for each ECM included in the Initial Proposal. It lists the equipment proposed for installation for each ECM along with its implementation expense, the mark-up (up to the maximum proposed in Schedule B-1) applied to this expense, the resulting implementation price for each discrete ECM, and then the calculation of the total estimated implementation price, or investment for all proposed ECMs for the delivery order project. This information is requested as a trace to the information provided in Schedule DO-3.

The total bonded amount on DO-2 will be used to establish performance and payment bond requirements for the ECM implementation period, if applicable, in accordance with Section H-20.

Schedule DO-3 --- Performance Period Cash Flow

Schedule DO-3 shall be submitted for all delivery order project proposals with estimated pricing, and the schedule may be revised and resubmitted by the selected contractor upon completion of their Detailed Energy Survey. Schedule DO-3 presents the offeror's proposed project cash flow for a specific delivery order project. The schedule is divided into two sections. The Implementation Period section pertains to the total implementation price (which should trace back to the Schedule DO-2 price) less any pre-performance period payments, plus the debt service stream on that investment. The Performance Period

section pertains to the total expenses associated with the services the contractor supplies to manage the project, and maintain and verify ECM performance during the performance period of the delivery order term. The offeror shall propose the estimated delivery order cash flows for each year of the proposed delivery order term. The pricing provided in this schedule shall be traceable to the information provided in DO-1 and DO-2.

As required by the Schedule, the offeror shall specify the Applicable Financial Index used with its source and date, the financing term of the project (in years), the index rate (derived for the project's term from the financial index), the added premium being applied to amortize the investment (up to the maximum Added Premium, based on Schedule B-2), and the resultant Project Interest Rate. The effectivity of the proposed Project Interest Rate is also required to be identified on the Schedule.

Schedule DO-4 --- First Year Energy and Cost Savings by ECM, Technology Category, and Delivery Order

Schedule DO-4 shall be submitted for all delivery order project proposals. Schedule DO-4 presents a summary of the proposed estimated annual cost savings that will be achieved following the installation of the ECM's included in the delivery order proposal. Both the ECM number and technology category, per Section C.2.2 numbering shall be provided, as well as an adequate description of each ECM and the other indicated energy information. The ECM numbers indicated in this Schedule shall be consistent throughout the offeror's proposal, both technical and price. The annual cost savings projected for each ECM shall be broken down into energy and O&M cost savings. The energy savings shall be presented in the energy type consumed by the equipment and also converted to Btu's for a project summary. Subsequent demand and dollar savings shall be derived from the utility rates presented in the DO RFP for the project site.

Contractors/offerors shall provide adequate supporting documentation for the estimated annual cost savings submitted in schedule DO-4, to include whatever detail is pertinent to the specific project.

H.26 REVIEW OF INITIAL PROPOSALS FOR DELIVERY ORDER ECM PROJECTS

H26.1 CONTRACTOR-IDENTIFIED PROJECT PROPOSALS

The Government will review the initial proposal submitted, make a determination as to whether the Contractor-Identified ECM project is a project that the Government wants to pursue further, and notify the contractor of this determination. Government comments on the Initial Proposal will be provided to the contractor within thirty (30) days of its submission. The contractor response to Government comments shall likewise be within thirty (30) days.

Since the Initial proposal for a Contractor-Identified project is based largely upon limited site investigations, the agency is encouraged to limit their level of detail during the review. Foremost consideration should be given to whether the work scope, conditions, and contract term offered in the proposal provide sufficient merit to allow the Contractor to further develop the project in greater detail. As part of this, there should be consideration of whether the estimated pricing and energy savings proposed support the technical proposal, and are realistic.

If the Government determines to pursue the Contractor-Identified project, a Notice of Intent to Award (NOI) will be issued within thirty (30) days of the contractor's final responses to any Government comments and questions concerning the Initial Proposal. The NOI will request a Detailed Energy Survey and final proposal in accordance with the requirements for proposal contents included in Sections H.27 and H.28 of this contract. A DO RFP will be issued by the Government either concurrent with the NOI, or as agreed upon by the parties. Evaluation of the DES/final proposal by the Government will be in accordance with Section H.29, or as modified and defined in the DO RFP.

H.26.2 GOVERNMENT-IDENTIFIED PROJECT PROPOSALS

When the Government determines to pursue a Government Identified delivery order process as opposed to the process for a Contractor-identified project, a somewhat more formal selection of the Contractor occurs. Unlike with the Contractor-Identified process, the DO RFP, with an associated technical data package and/or site description, is issued prior to receipt of an Initial Proposal. The required proposal contents for the Initial Proposal remain the same as for one submitted for a Contractor Identified project, as described in Section H.25 above. However, more defined evaluation criteria to select among potentially several eligible contractors are usually desired and advisable. Therefore, the Contractors submitting Initial Proposals will be evaluated in accordance with the following evaluation factors, unless otherwise modified in a specific DO RFP:

H.26.2.1 Technical Evaluation Factors

Factor 1 - ECM Descriptions & Projected Energy Savings
Factor 2 - Energy Baseline & ECM Performance Measurement
Factor 3 - Management Approach

Factors 1 and 2 are most important and Factor 3 is least important.

(a) Factor 1 - ECM Descriptions and Proposed Energy Savings

Each offeror will be evaluated on his/her demonstrated capability to provide each of the site specific required technology categories and ability to accurately project energy savings. Elements to be evaluated include:

- (1) The proven technical feasibility, reasonableness, and acceptability of the proposed ECMs
- (2) The level and reasonableness of the proposed energy savings
- (3) Verification that the energy analysis is based on sound assumptions and engineering principles; verification that impacts on Government facilities and operations are acceptable and reasonable; the suitability and service life of selected equipment for each proposed ECM; proposed environmental impacts are adequately addressed; and verification that proposed project implementation schedules are realistic and reasonable.

(b) Factor 2 - Energy Baseline and ECM Performance Measurement

Offerors will be evaluated on the following measurement elements and capabilities:

- (1) The baseline and M&V plan demonstrates a clear understanding of compliance with M&V protocols.
- (2) The proposed M&V approach is feasible, reasonable and acceptable for the proposed project ECMs.

(c) Factor 3 - Management Approach

Each offeror will be evaluated on the following elements of site management capabilities: the proposed organization to manage and accomplish the proposed ECMs is well suited and addresses all key elements to ensure successful project implementation and maintenance of ECM performance; offeror's organization structure is adequate to provide required operation and maintenance of installed ECMs, whether operation and maintenance is done by the contractor or by the Government; and offeror's training plan is appropriate and suitable for the proposed level of Government O&M responsibility.

H.26.2.2 Price Proposal Evaluation Factors

Price proposals will be evaluated to assess:

- (a) The completeness and traceability of the proposed price (i.e. sum of annual contractor payments) to the offeror's technical approach to and understanding of the ECM project proposed.
- (b) The reasonableness as well as realism of the proposed price (payments), relative to the technical project proposed, and the estimated savings indicated as achievable, based on an evaluation of the DO Schedules submitted by the offeror, as well as the pricing detail provided to support them.
- (c) That guaranteed annual energy cost savings exceed the annual contractor payment for each year of the performance period.
- (d) That the mark-up(s) and added premiums proposed for the project are in accordance with the negotiated maximums for the Contractor, as identified in Schedules B-1 and B-2 of this contract. (See Part III, Section J, Attachment 2.)

If the Government determines to pursue the Government-Identified project, the selected contractor will be notified by the Agency CO of their selection, and a Notice of Intent to Award, with an associated revised DO RFP will be issued within thirty (30) days of the selection. This NOI and DO RFP will request a complete proposal in accordance with the requirements for a DES/final proposal contents included in Sections H.27 and H.28 of the contract, and it will be evaluated in accordance with the evaluation criteria in Section H.29 of this contract, as and if modified by the revised DO RFP.

H.27 DETAILED ENERGY SURVEY

The selected contractor shall, within the time specified in the delivery order request for proposals from the receipt of Government's notice of intent to award, conduct a detailed energy survey of facilities and energy systems at the project site to confirm the contractor's ability to achieve the **estimated** annual cost savings (Schedule DO-1 (Initial), column (a)) submitted in its price proposal.) The detailed energy survey shall confirm or justify revisions to the delivery order solicitation's provided or assumed facility and energy systems operating conditions and proposed contractor-established energy baseline submitted in its proposal.

The selected contractor shall prepare a report of the detailed energy survey that documents the relevant existing conditions of applicable Government facilities, including but not limited to:

- ! Building physical conditions
- ! Hours of use or occupancy
- ! Area of conditioned space
- ! Inventory of energy-consuming equipment or systems
- ! Energy-consuming equipment operating conditions and loads
- ! Baseline weather (i.e., Cooling and Heating Degree Days)
- ! Energy and energy cost savings estimates
- ! Site specific M&V Plan
- ! Proposed construction and M&V schedules.

The detailed energy survey report may indicate that existing conditions vary from Government provided or contractor acquired data or assumptions proposed for any of the individual ECMs. Any variance between survey findings and an individual ECM assumptions shall require the selected contractor to revise all supporting documentation for each affected ECM in its proposal. These revisions and supporting documentation shall be included as part of the detailed energy survey report. The detailed energy survey report shall fully document the existing building conditions and proposed energy baseline.

The selected contractor shall submit the detailed energy survey report to the Government for review and acceptance prior to delivery order award. Government acceptance of the detailed survey report establishes mutual agreement on the energy and facility baseline conditions and site specific M&V Plan for the delivery order.

H.28 REQUIREMENTS FOR FINAL PROPOSAL CONTENTS FOR BAMF DELIVERY ORDER ECM PROJECTS

Proposals shall be submitted initially on the most favorable terms from a price and technical standpoint to the Government. The Government reserves the right to accept or reject the initial proposal without further discussions. As required by the DO RFP for a delivery order project, the contractor shall submit a technical and price proposal, as follows:

(NOTE: All proposals submitted in response to a DO RFP shall be limited to a total of fifty (50) overall pages, to include technical and price, not including required delivery order (DO) Schedules, or addenda necessarily attached to the proposal. Proposal text shall be in 10 point or equivalent font size to be readable, and printed, unreduced in size, on 8-1/2" by 11" paper. The focus is to be on content, NOT appearance, and therefore glossy presentations, binders, foldouts, etc. are NOT desired, and it is encouraged that they DO NOT be included in the site proposals.)

The technical and price portions of a proposal should be submitted together in one volume.

H.28.1 Format for Technical Portion of the Proposal: The technical proposal shall be prepared in the following format, unless specified otherwise in the solicitation for the delivery order project:

1. BAMF and Other ECM Descriptions and Projected Energy Savings (including ECM Summary Schedule for Delivery Order)

- i. The Contractor shall complete and submit Delivery Order Schedule DO-4 summarizing all ECMs proposed for the delivery order.

(Instructions at H.25 and H.28.2 under price portion of the proposal explain how to complete the schedule, and supporting information to provide with the Schedule.)

- ii. For each ECM proposed, the Contractor shall submit narrative information for items, as applicable, in the format specified below:

(1) ECM No. _____

(2) ECM Title and Executive Summary

- (a) Detailed Description of ECM
- (b) Location Affected
- (c) ECM Interface with Government Equipment
- (d) Proposed Equipment Identification - Provide manufacturer, model number and optional equipment proposed for each ECM component, including manufacturer's literature and specifications.
- (e) Expected Lifetime
- (f) Physical Changes - List major physical changes to equipment or facilities required to install proposed ECM such as relocation or removal of equipment.
- (g) Energy Savings Proposed
 - i. Proposed ECM annual energy savings (in all applicable energy/demand reduction units)
 - ii. For each ECM proposed provide a detailed energy analysis that estimates the annual reduction in the amount of purchased energy by the Federal facility. This reduction in purchased energy should be stated in the units of energy (e.g., BTU, MCF, kWh) and/or power/demand (e.g., BTU/hr, SCFH, kW) that are used to determine the cost of the purchased energy under the existing rate structure.

Documentation of the analysis shall include, at a minimum:

- ! Offeror's assumptions on current facility or energy system operating conditions.
 - ! Offeror's assumptions on proposed facility or energy system operating conditions.
 - ! Energy savings calculations using formulas and procedures based on accepted engineering principles, including synergistic effects of other ECMs.
 - ! Cite references used for data, assumptions or empirical formulas.
- iii. Energy/O&M Cost Savings: Specify the dollar value to the Federal facility from savings in O&M costs, including energy cost savings. If the Offeror proposes to sell a BAMF to the Federal facility, explain the methodology used to determine fuel cost savings on an efficiency-adjusted, equivalent-BTU basis (such as comparing its price to an appropriate independent fuel price index). Identify any assumptions made in creating O&M savings. State the expected simple payback period for the BAMF project. Cite references/sources for data, assumptions or empirical formulas.
- (h) Utility Interruptions - Specify extent of any utility interruptions needed for installation of the proposed ECM.
- (i) Agency Support Required - Specify any government agency support required during implementation of the ECM.
- (j) Potential Environmental Impact - Briefly describe any potential environmental impact resulting from installed ECM.
- (k) Greenhouse Gas Emission Reductions: Provide an emissions analysis that estimates the net annual reduction in global emissions of greenhouse gases that would occur as a result of the proposed ECM project. Propose how the Offeror would attempt to derive economic benefit from these reductions and how such benefits would be passed along to the Government.
- Reductions should be listed individually by compound (e.g., tons of methane, carbon dioxide, etc.) and collectively as equivalent tons of carbon dioxide. Documentation of the emissions reduction analysis shall include, at a minimum:
- i. Offeror's assumptions on the conditions and operation of systems impacted by the proposed ECM project before and after the project is implemented;
 - ii. Emission reduction calculations using formulas and procedures based on accepted engineering principles;
 - iii. Citation of references/sources for data, assumptions and empirical formulas.
- (l) Property: Provide a rationale for if and when it is proposed for the Government to assume title of Offeror-installed equipment. Explain the relevance of applicable federal and/or state tax credits.
- (m) ECM Project Schedule - Provide a project schedule to include the duration of the following key phases:

- i. Investment Grade Facility Audits to confirm ECM performance *(assume Government facility audit review of 30 days unless otherwise specified in the delivery order)*.
 - ii. Engineering/Design/Acceptance *(assume Government design review of 30 days unless otherwise specified in the delivery order)*.
 - iii. Equipment Procurement/Lead Time (i.e., date required to acquire equipment and delivery on- site).
 - iv. Installation & Commissioning
- iii. For each BAMF project proposed, the Contractor shall submit additional narrative information as specified below:
 - (a) Description of the BAMF Resource
 - i. Resource Description: Provide a general description of the BAMF resource, including its ownership, location and current status.
 - ii. BAMF Acquisition: If the BAMF resource is not owned by the Government, describe how the Offeror proposes to acquire fuel from it.
 - iii. Supply: Provide projections of the potential rate of BAMF supply from the resource over time.
 - iv. Production: Describe the equipment, systems and operations proposed for the production/collection and processing of the BAMF.
 - v. BAMF Description: Provide a physical description of the proposed BAMF, including its composition and heating value.
 - (b) BAMF Transportation, Metering and Delivery
 - i. Transportation: Describe the equipment, systems and operations proposed to transport the BAMF, including the transportation route. Define the proposed delivery point, which must be located on government property. (All equipment and systems “downstream” of the delivery point would be within the scope of a delivery order project.)
 - ii. Metering: Describe the proposed method of metering the BAMF.
 - iii. Delivery and Sale: If the BAMF is not Government-owned, describe the proposed terms and conditions for its delivery and sale to the Federal facility. Address supply reliability and contingencies for interruptions.
 - (c) BAMF End-Use Projects (If multiple, independent BAMF end-use projects are proposed, Sections c.i and c.ii should be repeated for each independent project.)
 - i. BAMF End-Use Demand: Project the Federal facility’s demand for the BAMF, including hourly and seasonal variations. Describe any equipment proposed for on-site storage of the BAMF, and justify its capacity. Demonstrate that the BAMF supply can meet peak demands.
 - ii. Operations and Maintenance: Describe how the BAMF end-use equipment is proposed to be operated and maintained, including the

operating schedule and required human resources. List any proposed changes to existing government operations, including impacts on government personnel.

2. Energy Baseline and ECM Performance Measurement

The Contractor shall describe how it will provide a complete measurement and verification (M&V) plan for the proposed delivery order. The plan shall include, but not be limited to:

- i. M&V Overview - Description of the measurement plan selected for this project referenced to the FEMP M&V Guide.
- ii. Specific M&V Plan - Define a site specific plan, which must include the following elements for each proposed ECM:
 - (1) Objectives - a statement of what is to be estimated (e.g., gross annual Kwh savings on a project basis).
 - (2) Parameters to be monitored - indicate parameters to be recorded that will be used in the estimation of annual energy savings, including variable load, hours of operation, installation status of measures, etc.; other parameters related to secondary objectives, such as in the case of lighting, may include reduction in lighting levels.
 - (3) Sampling plan (if required), including:
 - (a) Designation of usage groups - define usage groups for areas with similar characteristics.
 - (b) Calculation of population(s) and sample sizes(s) by usage group - present the calculation and assumptions used to determine sample size by each usage group area.
 - (4) Data collection plan, including:
 - (a) Specify data to be collected in terms of parameters, unit of measurement, points of measurements, length of time and intervals of measurements; raw, meter data (if available) as well as analyzed and summary data must be obtained.
 - (b) Identification of instrumentation and metering equipment name and documentation on equipment specifications of monitoring devices.
 - (c) Calibration of equipment - describe protocols for calibrating equipment.
 - (d) Data gathering and quality control - describe quality control procedures for checking completeness and accuracy of the recorded data.
 - (e) Period of monitoring - specify periods of monitoring including duration and frequency.
 - (5) Analysis Method - describe in detail the method of analysis to estimate annual energy savings based on recorded data; include a discussion on relevant equations and assumptions, and document all calculations and assumptions.

Energy cost savings associated with the use of the BAMF and/or

BAMF derived electricity shall be demonstrated on an efficiency-adjusted, equivalent-Btu basis using an independent fuel price index, such as Inside FERC. Revenues from the sale of the BAMF on-site power generation to third parties shall be reported and credited according to the terms and conditions of the delivery order.

- iii. Pre-Installation energy and facility performance baseline including:
 - (1) equipment/systems,
 - (2) baseline energy use,
 - (3) factors which influence baseline energy use, and
 - (4) system performance factors (e.g., lighting levels, temperature set points).
- iv. Post-installation facility conditions including
 - (1) equipment/systems,
 - (2) post-installation, non-renewable energy use,
 - (3) factors that influence post-installation energy use, and/or
 - (4) energy provided by the BAMF system.
- v. Determination of energy savings based on the selected approach and the pre and post-installation conditions.
- vi. Plan for future periodic (annual) measurements of ECM and facility performance and calculation of current period (year) savings.
- vii. Plan for resolving disputes regarding issues such as baseline, baseline adjustment, energy savings calculation and the use of periodic measurements.

3. Management Approach

- ! **Organization.** Show the organization for implementing and managing the site specific project. Proposed organization shall contain the responsibilities of each element shown on the organization chart. Identify primary personnel by name in each element. Show the lines of authority within the organization. If portions of the project are to be subcontracted (e.g., design of an energy conservation system), identify the subcontracted function, the subcontractor(s), the subcontractor's primary personnel, and which element of the contractor's organization will manage the subcontract(s).
- ! **Maintenance and Operations.** For Offeror Provided Maintenance and Operation show the organization structure and describe the approach for installed ECMs for performance of the delivery order's maintenance and operation requirements.
- ! **Risk/Responsibility Matrix.** The contractor shall complete and submit with its Final Proposal a final responsibility matrix detailing its proposed approach or method to address each area in the Risk/Responsibility Matrix. Final Proposal submission of this Risk/Responsibility Matrix should reflect revisions based on results of agency discussions and agreements with the contractor on the Risk/Responsibility Matrix it submitted in the Initial Proposal. The format and content for the Risk/Responsibility Matrix is provided at Part III, Section J, Attachment 6. The agency will review and provide comments, as required, on its assessment of the contractor and agency roles and responsibilities based on this required contractor submittal. The Contractor shall submit a Final Proposal

Risk/Responsibility Matrix based on agency comments and requests.

H.28.2 Format for Price Portion of the Proposal:

Based on the detailed energy survey results, the selected contractor shall submit the following:

1. a completed Schedule DO-1(Final), reflecting the contractor's detailed energy survey annual cost savings (Schedule DO-1(Final), column (a)).
2. a copy of the detailed energy survey findings, data, and calculations used to support Schedule DO-1(Final).
3. resubmitted Schedules DO-2, DO-3, and DO-4 if they have been revised in light of the detailed energy survey.
4. a completed Schedule DO-5.

The instructions and format for Schedules DO-1(Final) and DO-5 are listed below; the instructions and format for Schedules DO-2 through DO-4 are described in the provision at Section H.25(e). The DO schedules are provided in Part III, Section J, Attachment 3 to this contract.

Schedule DO-1 (Final) or DO-1A (Final) --- Guaranteed Annual Cost Savings and Annual Contractor Payments:

Schedule DO-1 (Final) or DO-1A (Final) shall be submitted to present the selected contractor's guaranteed annual energy savings and annual contractor payments. Based on the detailed energy survey results, the selected contractor only shall submit a completed DO-1 (Final) or DO-1A (Final), reflecting:

column (a) - the DES-based estimate of annual cost savings,
column (b) - the DES-based guaranteed annual cost savings, and
column (c) - the DES-based annual contractor payments.

The selected contractor shall submit a copy of the detailed energy survey findings, data and calculations used to support Schedule DO-1 (Final) or DO-1A (Final).

Schedule DO-1A (Final) should be submitted only if both of the following statements are true. If either of the statements is false, Schedule DO-1 (Final) should be submitted.

- (1) Performance period expenses include payments to the contractor for the purchase of a biomass or alternate methane fuel (BAMF) and the BAMF Purchase Price (BPP) is equal to the Avoided Fuel Price (AFP) less the BAMF Price Discount (BPD): $BPP = AFP - BPD$.
- (2) Over the term of the delivery order, the Avoided Fuel Price (AFP) is linked to one or more time-varying, independent fuel price indices.

The values submitted on Schedule DO-1 (Final) or DO-1A (Final) are for 12-month periods, beginning after completion by the contractor of the implementation period for all ECMs, and acceptance by the Government. The estimated annual cost savings proposed for each year of the proposed delivery order performance period shall be based on projected energy savings presented in the technical proposal for the delivery order project, and trace to the other DO Schedules required for submission. The annual contractor payments proposed shall be for each year of the proposed delivery order performance period after implementation and acceptance by the Government.

Prior to completing DO-1 (Final) or DO-1A (Final), the offeror shall seek guidance from the Government to determine what utility rates and escalation rates should be used in order to estimate the annual cost savings in column (a). In addition, if using DO-1A (Final), the

offeror shall seek guidance from the Government to determine:

- (1) the stipulated BAMF usage (column i),
- (2) the minimum and maximum Avoided Fuel Prices (columns ii and iii), and
- (3) the formula by which the Government's Avoided Fuel Price will be calculated, including one or more time-varying, independent fuel price indices to which it is linked over the term of the proposed delivery order term.

The contractor shall receive monthly payments based on the negotiated annual fixed payment schedule, as established in column (c) of Schedule DO-1 (Final) or DO-1A (Final), and included in the delivery order award. This represents the delivery order price and will be supported by the information submitted in the other DO schedules submitted with the delivery order proposal, originally or as revised as part of the detailed energy survey.

Schedule DO-5 --- Annual Cancellation Ceiling Schedule

Schedule DO-5 shall present annual cancellation ceilings to establish the maximum termination liability in the event of contract cancellation or termination for convenience. Actual termination charges will be negotiated.

H.29 PROPOSAL EVALUATION FOR BAMF DELIVERY ORDER ECM PROJECTS

Proposals will be evaluated using the criteria specified herein unless otherwise specified in the DO RFP for a delivery order project. Proposals will be evaluated using factors in two (2) categories: Technical and Price. Technical Evaluation Factors are more important than Price Evaluation Factors. The Government is more concerned about obtaining superior technical features (e.g., comprehensive technical proposals) than making an award at the lowest cost to the Government. However, the Government will not make an award at a price premium it considers disproportionate to the benefits associated with the proposed superiority of the technical proposal, nor where the price proposal does not substantiate the technical approach and estimated savings. **Therefore, the Government will select the contractor whose proposal is the best value to the Government to perform the delivery order, based on technical AND price evaluation factors, as applied to the overall proposal.** Award after selection will be conditioned upon the selected contractor meeting the preaward requirements as specified in the provision at Section H.30, "Preaward Requirements."

It is the intention of the Government to utilize the Oral Presentations method for evaluation of delivery order ECM Projects to the maximum extent possible. The following information relative to evaluation, as well as the information and submission indicated as required in Section H.28 above may be modified in specific DO RFPs to accommodate these procedures.

H.29.1 Technical Evaluation Factors

Factor 1 - ECM Descriptions and Projected Energy Savings
Factor 2 - Energy Baseline & ECM Performance Measurement
Factor 3 - Management Approach

Unless specified otherwise in the delivery order solicitation, Factors 1 and 2 are most important and Factor 3 is least important.

a. Factor 1 - ECM Descriptions and Projected Energy Savings

Each offeror will be evaluated on his/her demonstrated capability to provide each of the site specific required ECMs and ability to accurately project energy savings. Elements to be evaluated include:

- i. The proven technical feasibility, reasonableness, and acceptability of the proposed ECMs
- ii. The level and reasonableness of the proposed energy savings

- iii. Verification that the energy analysis is based on sound assumptions and engineering principles; verification that impacts on Government facilities and operations are acceptable and reasonable; the suitability and service life of selected equipment for each proposed ECM; proposed environmental impacts are adequately addressed, verification that proposed project implementation schedules are realistic and reasonable.

b. Factor 2 - Energy Baseline and ECM Performance Measurement

Offerors will be evaluated on the following measurement elements and capabilities:

- i. The baseline and M&V plan demonstrates a clear understanding of compliance with M&V protocols.
- ii. Verification that the sampling and data collection plans are acceptable and reasonable and that they are based on proposed ECMs
- iii. Methods to establish pre and post-installation conditions and determine energy savings are adequate and reasonable
- iv. Periodic measurement approaches for ECMs and facility performance are adequate and reasonable to provide assurance of continued effective monitoring of ECM performance.

c. Factor 3 - Management Approach

Each offeror will be evaluated on the following elements of site management capabilities: the proposed organization to manage and accomplish the proposed ECMs is well suited and addresses all key elements to ensure successful project implementation and maintenance of ECM performance; offeror's organization structure is adequate to provide required operation and maintenance of installed ECMs, whether operation and maintenance is done by the contractor or by the Government; offeror's training plan is appropriate and suitable for the proposed level of Government O&M responsibility.

H.29.2 Price Proposal Evaluation Factors

The price portion of the proposals will be evaluated to assess:

- a. The completeness and traceability of the proposed price (i.e. sum of annual contractor payments) to the offeror's technical approach to and understanding of the ECM project proposed.
- b. The reasonableness as well as realism of the proposed price (payments), relative to the technical project proposed, and the estimated savings indicated as achievable, based on an evaluation of the DO Schedules submitted by the offeror, as well as the pricing detail provided to support them.
- c. That guaranteed annual energy cost savings exceed the annual contractor payment for each year of the performance period.
- d. That the mark-up(s) and project finance charges proposed for the project are the same as or lower than those contained in the IDIQ contract as negotiated maximums for the contractor.

The price portion of the proposal will not be point scored.

For Government identified projects. Unless otherwise specified in the DO RFP, if the Schedule DO-1(Final) guaranteed annual cost savings are less than 90% of Schedule DO-1(Initial) estimated annual cost savings contained in the contractor's proposal, then the Government may select the next ranked contractor's proposal for award, where award is again subject to meeting the preaward requirements. If the Government selects the next ranked

contractor's proposal, the Government shall not be responsible for any costs incurred by the previous selected contractor as a result of this delivery order requirement and procedure.

Even if the Schedule DO-1(Final) guaranteed annual cost savings are within the specified percentage of the estimated annual cost savings and negotiations are necessary, the Government may select the next ranked contractor's proposal, if the selected contractor does not negotiate in good faith. The Government shall not be responsible for any costs incurred, such as proposal preparation cost or the cost incurred in conducting the detailed survey.

H.30 PREAWARD REQUIREMENTS

Preaward requirements, consisting of the successful accomplishment of a Detailed Energy Survey and the provision of evidence of adequate project financing and bonding, must be met before the Government will make an award to a selected contractor, as follows:

H.30.1 Detailed Energy Survey and Establishment of Performance Guarantees

- a. The selected contractor shall, within [the time specified in the delivery order] days of receipt of Government's notice of intent to award, complete a detailed energy survey of facilities and energy systems at the project site as specified in section H.27.
- b. Based on the detailed energy survey results, the selected contractor shall submit a Final Proposal as specified in H.28.
- c. Unless otherwise specified in the delivery order's solicitation, if the Schedule DO-1 (Final) Detailed Energy Survey annual cost savings are less than 90% of Schedule DO-1 (Initial) estimated annual cost savings contained in the contractor's proposal, then the Government may select the next ranked contractor's proposal for award, where award is again subject to meeting the preaward requirements. If the Government selects the next ranked contractor's proposal, the Government shall not be responsible for any costs incurred by the previous selected contractor as a result of this delivery order requirement and procedure.

Even if the Schedule DO-1 (Final) Detailed Energy Survey annual cost savings are within the specified percentage of the estimated annual cost savings and negotiations are necessary, the Government may select the next ranked contractor's proposal, if the selected contractor does not negotiate in good faith. The Government shall not be responsible for any costs incurred, such as proposal preparation cost or the cost incurred in conducting the detailed survey.

H.30.2 Project Financing by Contractor for Delivery Orders

- a. If the selected contractor is to provide its own financing for project execution, the selected contractor shall have up to the time specified in the delivery order, from Government's acceptance of the detailed energy survey annual cost savings (Schedule DO-1 (Final)), to provide evidence of surety's commitment for bonding of proposed delivery order's building(s) and site in accordance with the provision at Section H.20, "Notice of Payment and Performance Bond Requirements".
- b. Should the selected contractor fail, within the specified timeframe, to provide acceptable evidence of bonding capability, the Government may determine the offeror not acceptable.

H.30.3 Project Financing by Third Party

- a. If the selected contractor requires third party financing for project execution, the selected contractor shall have up to the time specified in delivery order, from Government's acceptance of the detailed energy survey, annual cost savings (Schedule DO-1 (Final)), to provide for delivery order projects proposed:
 1. proof of financing commitment; and

2. evidence of surety's commitment for bonding

- b. Proof of financing shall be provided by written statement(s) from the financier(s), signed by authorized corporate officer(s) indicating a firm commitment of funds for project financing.
- c. The Government recognizes the unique aspects of third party financing of energy savings performance contracts. The Government is willing to discuss and consider third party financier needs during the delivery order term.
- d. Should the selected contractor fail, within the specified timeframe, to provide proof of financing commitment and acceptable evidence of bonding capability, the Government may determine the contractor not acceptable.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR:

<http://www.arnet.gov/far/>

DEAR:

<http://www.pr.doe.gov/dear.html>

	<u>Clause No.</u>	<u>Clause Name</u>
FAR	52.202-1	DEFINITIONS (OCT 1995) (ALT I) (APR 1984)
DEAR	952.202-1	DEFINITIONS
FAR	52.203-3	GRATUITIES (APR 1984)
FAR	52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
FAR	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)
FAR	52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
FAR	52.203-8	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997)
FAR	52.204-4	PRINTED OR COPIED DOUBLESIDED ON RECYCLED PAPER (AUG 2000)
DEAR	952.208-70	PRINTING (APR 1984)
FAR	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)
FAR	52.215-2	AUDIT AND RECORDS - NEGOTIATION (JUN 1999)
FAR	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
FAR	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)
FAR	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000)
FAR	52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

FAR	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
FAR	52.222-3	CONVICT LABOR (AUG 1996)
FAR	52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT OVERTIME COMPENSATION (SEP 2000)
FAR	52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR	52.222-26	EQUAL OPPORTUNITY (FEB 1999)
FAR	52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (APR 1998)
FAR	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
FAR	52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)
FAR	52.223-6	DRUG-FREE WORKPLACE (JAN 1997)
FAR	52.223-14	TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)
DEAR	952.224-70	PAPERWORK REDUCTION ACT (APR 1994)
DEAR	952.226-71	UTILIZATION OF ENERGY POLICY ACT TARGET ENTITIES (JUN 1996)
DEAR	952.226-72	ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS (JUN 1996)
FAR	52.227-1	AUTHORIZATION AND CONSENT (JUL 1995)
FAR	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)
FAR	52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)
FAR	52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
FAR	52.229-3	FEDERAL, STATE AND LOCAL TAXES (JAN 1991)
FAR	52.229-5	TAXES - CONTRACTS PERFORMED IN THE U.S. POSSESSIONS OR PUERTO RICO (APR 1984)
FAR	52.232-17	INTEREST (JUN 1996)
FAR	52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
FAR	52.233-1	DISPUTES (DEC 1998) ALTERNATE I (DEC 1991)
FAR	52.233-3	PROTEST AFTER AWARD (AUG 1996)
FAR	52.236-13	ACCIDENT PREVENTION (NOV 1991)
FAR	52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
FAR	52.242-13	BANKRUPTCY (JUL 1995)
FAR	52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)

FAR 52.245-2 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) (DEC 1989)
DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)
FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)(SEP 1996)
FAR 52.209-1 QUALIFICATION REQUIREMENTS (FEB 1995)

(a) Definition. "Qualification requirement," as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

[Name] Tatiana Strainic

[Address] U.S. Department of Energy
1000 Independence Avenue, SW
Washington DC 20585-0121

Firms must be on DOE's Qualified List of Energy Service Companies at time of award to be eligible for award. Instructions for application to the Qualified List are presented in 10 CFR 436 (b) "Methods and Procedures for Energy Savings Performance Contracting," and a qualification request package may be obtained via the Internet on the FEMP home page at <http://www.eren.doe.gov/femp/project financing icon>; or, by request to Tatiana Strainic at DOE FEMP HQ office, at (202) 586-9230.

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

[Offerors Name]

[Manufacturers Name]

[Sources Name]

[Item Name]

[Service Identification]

[Test Number] (to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Governments best interests.

(e) If an offeror, manufacturer, source, product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Governments interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

DEAR 952.226-72 ENERGY POLICY ACT SUBCONTRACTING GOALS AND REPORTING REQUIREMENTS (JUN 1996)

(a) Definition. - Energy Policy Act target groups, as used in this provision means:

(1) An institution of higher education that meets the requirements of 34 CFR 600.4(a), and has a student enrollment that consists of at least 20 percent:

(i) Hispanic Americans, i.e., students whose origins are in Mexico, Puerto Rico, Cuba, or Central or South America, or any combination thereof, or

(ii) Native Americans, i.e., American Indians, Eskimos, Aleuts, and Native Hawaiians, or any combination thereof;

(2) Institutions of higher learning determined to be Historically Black Colleges and Universities by the Secretary of education pursuant to 34 CFR 608.2; and

(3) Small business concerns, as defined under section 3 of the Small Business Act (15 U.S.C. 632), that are owned and controlled by individuals who are both socially and economically disadvantaged within the meaning of section 8(d) of the Small Business Act (15 U.S.C. 637(d)) or by a woman or women.

(b) Goals. The contractor, in performance of this contract, agrees to provide its best efforts to award subcontracts to the following classes of entities:

(1) Small business concerns controlled by socially and economically disadvantaged individuals or by women: [* * *] percent;

(2) Historically Black colleges and universities: [* * *] percent;

(3) Colleges or universities having a student body in which more than 20 percent of the students are Hispanic Americans or Native Americans: [* * *] percent.

* * * These goals are stated in a percentage reflecting the relationship of estimated award value of subcontracts to the value of this contract and appear elsewhere in this contract.

(c) Reporting requirements. (1) The contractor agrees to report, on an annual Federal Government fiscal year basis, its progress against the goals by providing the actual annual dollar value of subcontract payments for the preceding 12-month period, and the relationship of those payments to the incurred contract costs for the same period. Reports submitted pursuant to this clause must be received by the contracting officer (or designee) not later than 45 days after the end of the reporting period.

(2) If the contract includes reporting requirements under FAR 52.219-9, Small, Small Disadvantaged and Women-Owned Subcontracting Plan, the contractor's progress against the goals stated in paragraph (b) of this clause shall be included as an addendum to Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, as applicable, for the

period that corresponds to the end of the Federal Government fiscal year.

(End of clause)

**THE FOLLOWING CLAUSES ARE APPLICABLE TO
THE CONSTRUCTION PHASE(S) OF THE CONTRACT AND DELIVERY ORDERS**

FAR	52.222-6	DAVIS-BACON ACT (FEB 1995)
FAR	52.222-7	WITHHOLDING OF FUNDS (FEB 1988)
FAR	52.222-8	PAYROLLS AND BASIC RECORDS (FEB 1988)
FAR	52.222-9	APPRENTICES AND TRAINEES (FEB 1988)
FAR	52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
FAR	52.222-11	SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)
FAR	52.222-12	CONTRACT TERMINATION - DEBARMENT (FEB 1988)
FAR	52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
FAR	52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
FAR	52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
FAR	52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
FAR	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JULY 2000)
FAR	52.227-4	PATENT INDEMNITY - CONSTRUCTION CONTRACTS (APR 1984)
FAR	52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
FAR	52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
FAR	52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
FAR	52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
FAR	52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
FAR	52.236-8	OTHER CONTRACTS (APR 1984)
FAR	52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES AND IMPROVEMENTS (APR 1984)
FAR	52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
FAR	52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
FAR	52.236-12	CLEANING UP (APR 1984)
FAR	52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

FAR	52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
FAR	52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
FAR	52.243-4	CHANGES (AUG 1987)
FAR	52.246-13	INSPECTION - DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)
FAR	52.246-19	WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (DEC 1989) -- ALTERNATE III (DEC 1989)
FAR	52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
FAR	52.249-10	DEFAULT (FIXED PRICE CONSTRUCTION) (APR 1984)
FAR	52.225-11	BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM - CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Designated country" means any of the following countries: Aruba, Austria, Bangladesh, Belgium, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Canada, Cape Verde, Central African Republic, Chad, Comoros, Denmark, Djibouti, Equatorial Guinea, Finland, France, Gambia, Germany, Greece, Guinea, Guinea-Bissau, Haiti, Hong Kong, Ireland, Israel, Italy, Japan, Kiribati, Korea, Republic of, Lesotho, Liechtenstein, Luxembourg, Malawi, Maldives, Mali, Mozambique, Nepal, Netherlands, Niger, Norway, Portugal, Rwanda, Sao Tome and Principe, Sierra Leone, Singapore, Somalia, Spain, Sweden, Switzerland, Tanzania U.R., Togo, Tuvalu, Uganda, United Kingdom, Vanuatu, Western Samoa, Yemen.

"Designated country construction" material means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material means a construction material other than a domestic construction material.

"North American Free Trade Agreement country" means Canada or Mexico.

"North American Free Trade Agreement country construction material" means a construction material that--

- (1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act and the North American Free Trade Agreement (NAFTA) apply to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country and NAFTA country construction materials.

(2) The Contractor shall use only domestic, designated country, or NAFTA country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows: [NONE]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States

in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison			
Construction Material Description	Unit of measure	Quantity	Price
(dollars) \1\			

Item 1:

Foreign construction material....
.....

Domestic construction material... ..
.....

Item 2:

Foreign construction material.... ..
.....

Domestic construction material... ..
.....

\1\Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued). List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary. Include other applicable supporting information.

**THE FOLLOWING CLAUSES ARE APPLICABLE TO
THE SERVICES PHASE(S) OF THE CONTRACT AND DELIVERY ORDERS**

FAR	52.222-41	SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)
FAR	52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
FAR	52.222-43	FAIR LABOR STANDARD ACT AND SERVICE CONTRACT ACT - PRICE ADJUSTMENTS (MULTIPLE YEAR AND OPTION CONTRACT) (MAY 1989)
FAR	52.227-3	PATENT INDEMNITY (APR 1984)
FAR	52.232-1	PAYMENTS (APR 1984)
FAR	52.232-8	DISCOUNTS FOR PROMPT PAYMENT (MAY 1997)
FAR	52.232-25	PROMPT PAYMENT (JUN 1997)
FAR	52.243-1	CHANGES - FIXED PRICE (AUG 1987) ALTERNATE I (APR 1984)
FAR	52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
FAR	52.249-8	DEFAULT (FIXED PRICE SUPPLY AND SERVICE) (APR 1984)

PART III - LIST OF DOCUMENTS, EXHIBITS
AND OTHER ATTACHMENTS
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

Table of Contents

<u>Attachment</u>	<u>Title</u>
1	Definitions of Terms Applicable to this Contract
2	Indefinite Delivery, Indefinite Quantity (IDIQ) Contract Schedules:
	B-1 IDIQ Contract Mark-ups
	B-2 IDIQ Contract Project Finance Charges
3	Delivery Order (DO) Schedules:
	DO-1 (Initial) Proposed Guaranteed Annual Cost Savings and Annual Contractor Payments
	DO-1 (Final) Guaranteed Annual Cost Savings and Annual Contractor Payments
	DO-1A (Initial) Proposed Guaranteed Annual Cost Savings and Annual Contractor Payments
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4	Sample Reporting Requirements Checklist for Delivery Orders
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DEFINITIONS OF TERMS APPLICABLE TO THIS CONTRACT

The following special and other terms are pertinent to this solicitation.

Acceptance of Implementation Phase The term acceptance means an authorized representative of the Government has inspected and accepted the contractor-installed energy conservation measures, and that these installed energy conservation measures are operational and comply with the delivery order's performance requirements and specifications. Government acceptance shall not relieve the Contractor from responsibility for continued compliance with delivery order requirements during the delivery order's term.

Added Premium The Added Premium is the number of basis points (basis point=1/100 of a percentage point) that, when added to an applicable financial index negotiated for a delivery order project, equals the total Project Interest Rate (a fixed annual percentage). The entity providing the capital to finance a project, which may be the Contractor or a third party, can recover financing expenses and return on investment either in the added premium or as a separate Financing Procurement Price. In most cases, contractors use project financing capital from third party financiers, and the added premium is a pass-through expense from the third party financier. In such cases, the Contractor may recover the cost of arranging third-party financing through the Financing Procurement Price in Schedule D0-3. The total Project Interest Rate charged for project financing cannot therefore exceed the like-term index plus the applicable maximum added premium of Schedule B-2, excluding financing fees/financing procurement cost included in the Financing Procurement Price for third-party financed delivery order projects.

Adjusted Energy Baseline An Energy Baseline that has been adjusted to compensate for factors that would have changed energy consumption in the absence of any energy conservation measures (i.e., factors affecting baseline energy use beyond the contractor's control). Examples of such factors include increases or decreases in conditioned or illuminated space, changes in occupancy or building use, facility renovation, or extremes in weather.

Alternate Methane Fuels One of the following three methane-bearing fuels:

Landfill Gas A methane-bearing gas created from the decomposition of landfilled waste.

Wastewater Treatment Digester Gas A methane-rich, gaseous byproduct of anaerobic digestion.

Coalbed Methane Methane that resides within, or originated from within, coal seams, including "coal mine methane."

Annual Energy Audit A procedure including, but not limited to, verification of the achievement of energy cost savings and energy unit savings guaranteed resulting from implementation of energy conservation measures and determination of whether an adjustment to the energy baseline is justified by conditions beyond the Contractor's control.

Applicable Financial Index The financial index upon which the project interest rate for a delivery order project is based, is the first component of such an interest rate. This term then, as used in the contract, applies to any financial index that is available and usable as a basis/"floor" upon which added premiums allowed by Schedule B-2 of the contract may be applied, and therefore applicable to the project for which it is proposed as a basis for the Project Interest Rate. The index may be any acceptable market index in effect at the time of a delivery order project for which it is proposed, to include U.S. Government Treasury, Swap Rate, etc.

Biomass Fuels Any organic matter that is available on a renewable or recurring basis (excluding old-growth timber), such as dedicated energy crops and trees, agricultural food and feed crop residues, aquatic plants, wood and wood residues, animal wastes, and other waste materials.

Construction Finance Charges The contractor's costs of financing the construction/installation

price or cost of construction. A contractor may not require construction financing for a specific delivery order. If a contractor does not require construction financing for a specific delivery order, then this cost element would be zero. This cost element should be included in Financing Procurement Price on DO-3 (not as direct cost or implementation expense).

Contracting Officer (CO) and Contracting Officer's Representative (COR) The following four definitions are provided to discriminate between the DOE and Agency CO and COR responsibilities:

DOE Contracting Officer, or Contracting Officer refers to the DOE CO, responsible for the administration of the IDIQ contracts.

Contracting Officer's Representative refers to the DOE COR, responsible for providing technical direction and administration of the IDIQ contracts.

Agency Contracting Officer refers to the ordering agency CO, responsible for award and administration of delivery orders against the IDIQ contracts.

Agency Contracting Officer's COR refers to the ordering agency COR, responsible for technical direction and administration of the delivery orders issued against the IDIQ contracts.

Delivery Order The document that provides the details and requirements (over and above those already in the delivery order contract (IDIQ) or in addition to or different than them) for delivery of property and services within the scope of the delivery order contract.

Delivery Order Contract Term The term of a Delivery Order contract issued under a DOE Super ESPC contract is defined as the sum of the Implementation Period and Performance Period negotiated in Schedule DO-1 (Final). The maximum Delivery Order (DO) contract term is 25 years from Delivery Order award.

Delivery Order Project The complete package of energy conservation measures (ECMs) included in a delivery order for a facility or agency. Investment and project financing is provided by the ESCO to implement an ECM Project, which includes aggregation or bundling of individual ECMs, resulting in energy and energy related savings to the facility.

Detailed Energy Survey (DES) The procedure which may include, but is not limited to, a detailed analysis of energy cost savings and energy unit savings potential, building conditions, energy consuming, and hours of use or occupancy for the purpose of confirming or revising technical and price proposals based on the preliminary energy survey for delivery orders.

Energy Baseline The amount of energy that would have been consumed annually without implementation of ECMs based on historical metered data, engineering calculations, submetering of buildings or energy consuming systems, building load simulation models, statistical regression analysis, or some combination of these methods.

Energy Conservation Measure (ECM) A measure that is applied to an existing Federally owned building or facility that improves energy efficiency, is life cycle cost effective under 10 Code of Federal Regulations Part 436, Subpart A, and involves energy conservation, cogeneration facilities, renewable energy sources, improvements in operation and maintenance efficiencies, or retrofit activities.

ECMs are interpreted to include measures that result in energy and/or energy-related cost savings that may not necessarily improve energy efficiency.

Energy Cost Savings A reduction in the cost of energy and related operation and maintenance expenses, from a base cost established through a methodology set forth in an energy savings performance contract delivery order, utilized in an existing Federally owned building or other Federal-owned facilities as a result of -- (1) the lease or purchase of operating equipment, improvements, altered operations and maintenance, or technical services; or (2) the increased efficient use of existing energy sources by cogeneration or heat recovery, excluding any cogeneration process for other than a Federally owned building or buildings or other Federally

owned facilities.

Energy-Related Cost Savings Energy-related cost savings are reductions in expenses (other than energy costs) related to energy-consuming equipment, generally affecting operations, maintenance, renewal, or repair expenses of equipment . [See also recurring energy-related cost savings and nonrecurring energy-related cost savings.]

Estimated Energy Cost Savings Estimated energy cost savings are the contractor-estimated energy cost savings in dollars per year for each ECM, and equals the estimated energy savings multiplied by the established energy prices in appropriate units. For ECMs with multiple energy type impacts, energy cost savings equals the sum of the products of the energy savings by energy type and established energy prices. Since energy cost savings occur each year after ECMs are implemented, they are a recurring cost savings. Estimated energy cost savings by ECM are entered into Schedule DO-4 column (e).

Financing Procurement Price The financing procurement price is the price offered by the contractor for the service of arranging the project financing, obtaining the payment and performance bonds, and providing construction phase financing.

Fixed Price/Price For purposes of these Technology-Specific Super ESPC IDIQ contracts, the price, or fixed price, of any delivery order issued against the contracts is the sum of contractor payment streams associated with the delivery order performance.

Government-Identified Delivery Order Project is a project initiated by a Federal agency's release of a DO RFP to multiple awardee IDIQ contractor(s).

Guaranteed Annual Cost Savings The level of annual cost savings the contractor is willing to guarantee. The proposed value appears in Schedule DO-1 (initial) column (b). After the detailed energy survey, the contractor revises the proposal and offers the final value in Schedule DO-1 (final) column (b). The guaranteed annual cost savings must exceed the annual contractor payments (Schedule DO-1 (final), column (c)) in every year of the delivery order performance period. For the first interval (generally 12 months) after Government acceptance of construction the contractor is paid as if the savings guarantee is being met. The annual energy audit establishes actual savings. If actual savings fall short of the guarantee, the contractor will pay back the shortfall over the next interval by accepting lower payments.

Implementation Period The period between the date of delivery order award to the date that all contracted ECMs are operational and accepted by the Government. If additional ECMs are added to the delivery order by modification, the implementation period for such additional ECMs shall be from date of delivery order modification incorporating the additional ECMs to the date all additional ECMs are operational and accepted by the Government.

Implementation Expenses Implementation expenses are the DIRECT costs (without contractor mark-ups) of all tasks required to install ECMs. Implementation period expenses shall not include any indirect costs, financing costs, profit nor any expense incurred during the performance period.

Implementation Mark-Ups Implementation markups are the means by which the contractor recovers INDIRECT costs and obtains profit during the implementation period. The implementation period mark-ups shall not include any direct costs, financing costs, nor any expense incurred during the performance period. The mark-ups listed in Schedule B-1 are maximum figures and are negotiable for specific delivery order proposals.

Implementation Period Price Implementation period mark-up (M in %), ECM implementation period expense (E in \$), and ECM implementation price (P in \$) are related by the expression $P = E \times (1 + M/100)$. Delivery order implementation prices are entered in Schedule DO-2 by ECM.

Indefinite Delivery/Indefinite Quantity (IDIQ) Contract A contract for property or services that does not procure or specify a firm quantity of property or services (other than a minimum and possibly a maximum quantity) and that provides for the issuance of delivery orders for the delivery of the property and services during the specified ordering period of the contract.

Index Rate The index rate is the interest rate for the financing period of a specific delivery order project, based on the contractor's proposed financial index. The Schedule B-2 added premium negotiated for a delivery order project is added to this figure.

Multiple Technology Category Projects If an ECM project has more than one technology category, the costs will be broken down into technology categories according to IDIQ Schedule B-1. The mark-up for each technology category will be applied to the categorical cost for that part of the project and summed to obtain the proposed contractor payment.

Nonrecurring Energy-Related Cost Savings Nonrecurring energy-related cost savings or "one-time" cost savings are realized when the government has budgeted and allocated non-capital funds for a project to renovate, renew, or repair energy-consuming systems or modify them to comply with environmental regulations or other agency facility requirements and the Super ESPC delivery order makes the expenditure for energy-consuming system renovation, renewal, repair or modification unnecessary.

Outstanding Capital Investment Remaining unamortized principal on total amount financed plus any prepayment charges for a specific delivery order project, as negotiated and specified for each time period identified in the Schedule DO-5, "Annual Cancellation Ceiling Schedule."

Performance Period The period (typically in years) from the date a delivery order project is operational and accepted by the Government, to the end of the delivery order's contract term. The performance period may also be referred to herein as the "service period."

Performance Period Expenses Performance period expenses are the DIRECT costs (without contractor mark-ups) of all tasks required to maintain energy savings performance after Government acceptance of installed ECMs. Performance period expenses shall not include any indirect costs, financing costs, profit nor any expense incurred during the implementation period.

Performance Period Mark-Up Performance period mark-up is the means by which the contractor recovers INDIRECT costs and obtains profit during the performance period. The types of performance period expenses that would normally be considered indirect costs include overhead, general and administrative expenses, other indirect cost elements or mark-ups and profit associated with tasks required to manage and maintain energy savings performance after Government acceptance of installed ECMs. The performance period mark-up shall not include any direct costs, financing costs, nor any expense incurred during the implementation period. The mark-up listed in Schedule B-2 is a maximum figure and is negotiable for specific delivery order proposals.

Performance Period Price Performance period mark-up (M in %), performance period expenses (E), and performance period prices (P in \$) are related by the expression $P = E \times (1 + M/100)$. Delivery order performance period prices are entered in Schedule DO-3 for each year of the performance period.

Preliminary Energy Survey A procedure which may include, but is not limited to, an evaluation of energy cost savings and energy unit savings potential, building conditions, energy consuming equipment, and hours of use or occupancy, for the purpose of developing technical and price proposals prior to selection.

Pre-Performance Period Payments Payments made to the contractor prior to the commencement of the performance period. These payments would typically be identified in year Zero of the Schedule DO-2 and on the Schedule DO-3 prior to application of financing.

Project Floor Space Project floor space is the total square footage of a building in which ECMs are installed by a contractor, or of buildings where energy usage and sources are affected by installed ECMs. Project floor space for affected buildings shall be submitted in Schedule DO-4.

Project Interest Rate The Contractor's proposed added premium, when added to the specified financing index rate proposed by the Contractor for a specific delivery order project will be the Project Interest Rate. (Also see Added Premium.)

Recurring Energy-Related Cost Savings Recurring energy-related cost savings are ongoing or annually recurring reductions in energy-related expenses that are budgeted and allocated annually, i.e., lowered costs for ongoing maintenance, operations and repair. These must be "real" savings, i.e., they must be a reduction in money that the government was currently spending or planning to spend. Operations, maintenance, and repair costs for tasks currently being performed by the government or by a contractor hired by the government are energy-related cost savings if the ESPC contractor assumes the task, reduces the task, or eliminates the task. The Government will determine whether an ESPC contractor-proposed task assumption, reduction, or elimination will be considered recurring energy-related cost savings.

Schedule (Uniform Contract Format) Sections A-H of the Contract.

Technology Category ECMs shall be categorized based on the type of system and equipment involved in the project. The technology categories are indicated in Schedule B-1. The miscellaneous category shall be used for applications where the ECMs are not identified by the other categories.

CONTENTS

<u>Schedule No.</u>	<u>Title</u>
B-1	IDIQ Contract Maximum Mark-ups
B-2	IDIQ Contract Maximum Added Premiums

SCHEDULE B-1

IDIQ CONTRACT MAXIMUM MARK-UPS		
TECHNOLOGY CATEGORY		MAXIMUM MARK-UP %
a.	Boiler Improvements	
b.	Chiller Improvements	
c.	Building Automation Systems(BAS)/Energy Management and Control Systems (EMCS)	
d.	Heating, Ventilating, and Air Conditioning (not including boilers, chillers, and BAS/EMCS)	
e.	Lighting Improvements	
f.	Building Envelope Modifications	
g.	Chilled Water/Hot Water and Steam Distribution Systems	
h.	Electric Motors and Drivers	
i.	Refrigeration	
j.	Cogeneration	
k.	Renewable Energy Systems	
l.	Electrical Distribution Systems	
m.	Water and Sewer Conservation Systems	
n.	Rate Reduction and Auditing Services	
o.	Biomass and Alternate Methane Fuel (BAMF) Systems	
	Performance Period Services	

The markups indicated in this contract schedule are the negotiated MAXIMUM mark-ups which may be applied in price proposals for all delivery orders against the IDIQ contract during it's ordering period. Markup amounts shall include all indirect costs elements and profit. The indirect elements of expense in the markups include such things as overhead, G&A expense, general program marketing and management, etc. They DO NOT include any direct expenses. The Contractor shall identify the elements of indirect expense included in the proposed markups for a specific delivery order project.

SCHEDULE B-2

IDIQ CONTRACT MAXIMUM ADDED PREMIUMS					
Financing Period*	Total Amount Financed				
	< \$500K	\$500K – \$1M	\$1M -- \$3M	\$3M – \$7M	> \$7M
0-3 years					
4-6 years					
7-10 years					
11-15 years					
16-25 years					

This schedule provides the negotiated MAXIMUM Added Premiums, as the number of basis points (basis point=1/100 percentage points), that may be added by the Contractor to an appropriate index (as identified by financial index, source and date in Schedule D0-3 of a delivery order project proposal), to arrive at the total Project Interest Rate for a specific delivery order project issued against this contract. The Added Premiums may not exceed the maximum values provided above for the corresponding financing period and total amount financed for specific delivery order projects. The actual total Project Interest Rate for a specific delivery order project will therefore be based on the index rate and the negotiated added premium for that project.

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<u>Schedule Number</u>	<u>Title</u>
DO-1 (Initial)	Proposed Guaranteed Annual Cost Savings and Annual Contractor Payments
DO-1A (Initial)	Proposed Guaranteed Annual Cost Savings and Annual Contractor Payments
DO-1 (Final)	Guaranteed Annual Cost Savings and Annual Contractor Payments
DO-1A (Final)	Guaranteed Annual Cost Savings and Annual Contractor Payments
DO-2	Implementation Price By ECM
DO-3	Performance Period Cash Flow
DO-4	First Year Energy and Cost Savings by ECM, Technology Category, and Delivery Order
DO-5	Annual Cancellation Ceiling Schedule

Schedule DO-1 (Initial)

Proposed Guaranteed Annual Cost Savings and Annual Contractor Payments

If selected the Contractor shall complete the installation of all proposed ECMs not later than _____ months after delivery award.

Project Site:	Delivery Order No.:	Contractor Name:	
Performance Period Year	(a) Initial Estimated Annual Cost Savings \$	(b) Proposed Guaranteed Annual Cost Savings \$	(c) Annual Contractor Payments \$
ZERO			
ONE			
TWO			
THREE			
FOUR			
FIVE			
SIX			
SEVEN			
EIGHT			
NINE			
TEN			
ELEVEN			
TWELVE			
THIRTEEN			
FOURTEEN			
FIFTEEN			
SIXTEEN			
SEVENTEEN			
EIGHTEEN			
NINETEEN			
TWENTY			
TWENTY-ONE			
TWENTY-TWO			
TWENTY-THREE			
TWENTY-FOUR			
TWENTY-FIVE			
TOTALS	\$ -	\$ -	\$ -

- (1) The first year Initial Estimated Annual Cost Savings shall reflect the technical proposal & engineering estimates as presented in DO-4.
- (2) The "PROPOSED GUARANTEED ANNUAL COST SAVINGS" is based on the site specific M&V plan.
- (3) The ANNUAL CONTRACTOR PAYMENT represents the deliver order price and should be supported by information submitted in

Schedules DO-2 and DO-3.

- (4) The Proposed Guaranteed Annual Cost Savings must exceed the Annual Contractor Payments for each year of the term.
- (5) If applicable, submit escalation rates applied to Initial Estimated Annual Cost Savings in column (a) as follows:
 - a) Energy Rates _____% (specify % escalation for each energy type (electricity, natural gas, etc) if different)
 - b) Energy related O&M Savings _____%

Schedule DO-1A (Initial)

Guaranteed Annual Cost Savings and Annual Contractor Payments

Screening Criteria For Using this Schedule

This Schedule, DO-1A (Initial) should be used only if both of the following statements are true. If either of the statements is false, use Schedule DO-1 (Initial).

- Performance period expenses include payments to the contractor for the purchase of a biomass or alternate methane fuel (BAMF), and the BAMF Purchase Price (BPP) is equal to the Avoided Fuel Price (AFP) less the BAMF Price Discount (BPD): $BPP = AFP - BPD$.
- Over the term of the delivery order, the Avoided Fuel Price (AFP) is linked to one or more time-varying, independent Fuel Price indices.

1. Delivery Order No.:
2. Contractor Name:
3. Project Site:
4. If selected the Contractor shall complete the installation of all proposed ECMs not later than _____ months after delivery order award.
5. The following escalation rates were applied to the DES Proposed Annual Cost Savings (column a):
 Energy Rates _____ % [Specify percentage escalation for each energy type (electricity, natural gas, etc) if different.]
 Energy-related O&M Savings _____ %

					a		b			c								
					Initial Estimation of Annual Cost Savings		Initial Estimation of Guaranteed Annual Cost Savings			Initial Estimation of Annual Contractor Payments								
i		ii	iii	iv	v	vi	vii		viii	ix			x		xi	xii	xiii	xiv
Perf.	Stipulated BAMF Usage (SBU) (MMBtu/year)	Minimum Avoided Fuel Price (\$/MMBtu)	Maximum Avoided Fuel Price (\$/MMBtu)	BAMF Price Discount (BPD) (\$/MMBtu)	Estimated Avoided Fuel Cost (\$)	Other Estimated Savings (\$)	Guaranteed Avoided Fuel Cost (\$)	+	Other Guaranteed Savings (\$)	BAMF Cost			+	Other Payments (\$)	Net Annual Savings (\$)	Range of Possible Annual Contractor Payments		
										Avoided Fuel Cost (\$)	-	BAMF Discount (\$)				Minimum (\$)	Maximum (\$)	
0							(SBU x AFP)	+		(SBU x AFP)	-		+					
1							(SBU x AFP)	+		(SBU x AFP)	-		+					
2							(SBU x AFP)	+		(SBU x AFP)	-		+					
3							(SBU x AFP)	+		(SBU x AFP)	-		+					
4							(SBU x AFP)	+		(SBU x AFP)	-		+					
5							(SBU x AFP)	+		(SBU x AFP)	-		+					
6							(SBU x AFP)	+		(SBU x AFP)	-		+					
7							(SBU x AFP)	+		(SBU x AFP)	-		+					
8							(SBU x AFP)	+		(SBU x AFP)	-		+					
9							(SBU x AFP)	+		(SBU x AFP)	-		+					
10							(SBU x AFP)	+		(SBU x AFP)	-		+					
11							(SBU x AFP)	+		(SBU x AFP)	-		+					
12							(SBU x AFP)	+		(SBU x AFP)	-		+					
13							(SBU x AFP)	+		(SBU x AFP)	-		+					
14							(SBU x AFP)	+		(SBU x AFP)	-		+					
15							(SBU x AFP)	+		(SBU x AFP)	-		+					
16							(SBU x AFP)	+		(SBU x AFP)	-		+					
17							(SBU x AFP)	+		(SBU x AFP)	-		+					
18							(SBU x AFP)	+		(SBU x AFP)	-		+					
19							(SBU x AFP)	+		(SBU x AFP)	-		+					
20							(SBU x AFP)	+		(SBU x AFP)	-		+					
21							(SBU x AFP)	+		(SBU x AFP)	-		+					
22							(SBU x AFP)	+		(SBU x AFP)	-		+					
23							(SBU x AFP)	+		(SBU x AFP)	-		+					
24							(SBU x AFP)	+		(SBU x AFP)	-		+					
25							(SBU x AFP)	+		(SBU x AFP)	-		+					

Notes for Schedule DO-1A (Initial)

. The Guaranteed Annual Cost Savings (column b) must exceed the Annual Contractor Payments (column c) for each year of the delivery order performance period (except Year Zero). If applicable, pre-performance period expenses will be submitted for Year Zero.

. To demonstrate compliance with the above requirement, this Schedule decomposes the guaranteed savings and contractor payments into their unknown and known components. The total annual guaranteed savings (column b) is composed of avoided fuel costs (column vii), which are unknown, and other types of known savings (column ii). The total annual contractor payment (column c) is composed of the BAMF payment, which is equal to the avoided fuel cost (column ix) less the BAMF discount (column i), and other types of known performance period payments (column xi), e.g. debt service payments and management/administration fees. Note that in each year, the unknown component of the guaranteed savings (column vii) is equivalent to the unknown component of the contractor payment (column ix). Thus, when the annual contractor payment is subtracted from the guaranteed annual savings, the unknown components cancel and a known value for net annual savings is obtained (column xii) which, if positive, demonstrates that the annual guaranteed savings exceeds the annual contractor payment.

. The total of annual contractor payments represents the delivery order price and should be supported by information submitted in Schedules DO-2 and DO-3, and their required supporting documentation. (See Section H.24.2.) The minimum and maximum possible values for the delivery order price are equal to the totals of columns xiii and v, respectively.

column i The BAMF usage shall be stipulated for each year, in accordance with the M&V plan.

columns ii & iii As set forth in the M&V plan, the Avoided Fuel Price (AFP) is linked to one or more time-varying, independent fuel price indices, bounded within a specific range. For each year, the minimum and maximum possible value of the Avoided Fuel Price shall be stipulated.

column iv The BAMF Purchase Price (BPP) is equal to the Avoided Fuel Price (AFP) minus the BAMF Price Discount (BPD), $BPP = AFP - BPD$. The BAMF Price discount shall be stipulated for each year, in accordance with the M&V plan.

columns v & vi The first year (Year One) DES Proposed Annual Cost Savings reflects technical proposal & engineering estimates as presented in DO-4. Avoided fuel costs shall be estimated for each year based upon the stipulated BAMF usage and a reasonable projection of the avoided fuel price.

column vii For each year, guaranteed avoided fuel cost savings are equal to the product of that year's Stipulated BAMF Usage (SBU) and Avoided Fuel Price (AFP).

column viii Guaranteed savings that are in addition to the avoided fuel cost savings shall be entered for each year, in accordance with the M&V plan.

columns ix and x The BAMF Cost (BC) can be decomposed into its unknown and known components as follows:

$$BC = SBU \times BPP$$

$$BC = SBU \times (AFP - BPD)$$

$$BC = (SBU \times AFP) - (SBU \times BPD)$$

A known value equivalent to $(SBU)(BPD)$ shall be entered for each year in column x.

column xi Other performance period payments, such as debt service payments and management/administration fees, shall be entered for each year, in accordance with the I&V plan.

column xii Net savings, equal to the guaranteed savings less the contractor payment, shall be entered for each year. Note that the Avoided Fuel Cost $(SBU \times AFP)$ cancels when the contractor payment is subtracted from the guaranteed savings.

column xiii The minimum possible annual contractor payment, $[i \times (ii - iv) + xi]$, shall be entered for each year, and totaled at the bottom of column xiii.

column xiv The maximum possible annual contractor payment, $[i \times (iii - iv) + xi]$, shall be entered for each year, and totaled at the bottom of column xiv.

Schedule DO-1 (Final)

Guaranteed Annual Cost Savings and Annual Contractor Payments

If selected the Contractor shall complete the installation of all proposed ECMs not later than _____ months after delivery award.

Project Site:	Delivery Order No.:	Contractor Name:	
Performance Period Year	(a) DES Proposed Annual Cost Savings \$	(b) Guaranteed Annual Cost Savings \$	(c) Annual Contractor Payments \$
ZERO			
ONE			
TWO			
THREE			
FOUR			
FIVE			
SIX			
SEVEN			
EIGHT			
NINE			
TEN			
ELEVEN			
TWELVE			
THIRTEEN			
FOURTEEN			
FIFTEEN			
SIXTEEN			
SEVENTEEN			
EIGHTEEN			
NINETEEN			
TWENTY			
TWENTY-ONE			
TWENTY-TWO			
TWENTY-THREE			
TWENTY-FOUR			
TWENTY-FIVE			
TOTALS	\$ -	\$ -	\$ -

- (1) The first year DES Proposed Annual Cost Savings shall reflect the technical proposal & engineering estimates as presented in DO-4.
- (2) The GUARANTEED ANNUAL COST SAVINGS are based on the site specific M&V plan.
- (3) The ANNUAL CONTRACTOR PAYMENTS represents the delivery order price and should be supported by information submitted in Schedules DO-2 and DO-3.
- (4) The Guaranteed Annual Cost Savings must exceed the Annual Contractor Payments for each performance period year.
- (5) Provide escalation rates applied to DES Proposed Annual Cost Savings in column (a) as follows:
 - a) Energy Rates ____? (specify % escalation for each energy type (electricity, natural gas, etc) if different)
 - b) Energy related O&M Savings ____%

Schedule DO-1A (Final)
Guaranteed Annual Cost Savings and Annual Contractor Payments

Screening Criteria For Using this Schedule

This Schedule, DO-1A (Final) should be used only if both of the following statements are true. If either of the statements is false, use Schedule DO-1 (Final).

- Performance period expenses include payments to the contractor for the purchase of a biomass or alternate methane fuel (BAMF), and the BAMF Purchase Price (BPP) is equal to the Avoided Fuel Price (AFP) less the BAMF Price Discount (BPD): $BPP = AFP - BPD$.
- Over the term of the delivery order, the Avoided Fuel Price (AFP) is linked to one or more time-varying, independent Fuel Price indices.

1. Delivery Order No.:
2. Contractor Name:
3. Project Site:
4. If selected the Contractor shall complete the installation of all proposed ECMs not later than _____ months after delivery order award.
5. The following escalation rates were applied to the DES Proposed Annual Cost Savings (column a):
 Energy Rates _____ % [Specify percentage escalation for each energy type (electricity, natural gas, etc) if different.]
 Energy-related O&M Savings _____ %

					a		b			c							
					DES-Based Estimate of Annual Cost Savings		DES-Based Guaranteed Annual Cost Savings			DES-Based Annual Contractor Payments							
i		ii	iii	iv	v	vi	vii		viii	ix		x		xi	xii	xiii	xiv
	Stipulated BAMF Usage	Minimum Avoided	Maximum Avoided	BAMF Price Discount	Estimated Avoided	Other Estimated	Guaranteed Avoided		Other Guaranteed	BAMF Cost			Other	Net Annual	Range of Possible Annual Contractor Payments		
Perf.										Avoided		BAMF					
Period	(SBU)	Fuel Price	Fuel Price	(BPD)	Fuel Cost	Savings	Fuel Cost	+	Savings	Fuel Cost	-	Discount	+	Payments	Savings	Minimum	Maximum
Year	(MMBtu/year)	(\$/MMBtu)	(\$/MMBtu)	(\$/MMBtu)	(\$)	(\$)	(\$)		(\$)	(\$)		(\$)		(\$)	(\$)	(\$)	(\$)
0																	
1							(SBU x AFP)	+		(SBU x AFP)	-		+				
2							(SBU x AFP)	+		(SBU x AFP)	-		+				
3							(SBU x AFP)	+		(SBU x AFP)	-		+				
4							(SBU x AFP)	+		(SBU x AFP)	-		+				
5							(SBU x AFP)	+		(SBU x AFP)	-		+				
6							(SBU x AFP)	+		(SBU x AFP)	-		+				
7							(SBU x AFP)	+		(SBU x AFP)	-		+				
8							(SBU x AFP)	+		(SBU x AFP)	-		+				
9							(SBU x AFP)	+		(SBU x AFP)	-		+				
10							(SBU x AFP)	+		(SBU x AFP)	-		+				
11							(SBU x AFP)	+		(SBU x AFP)	-		+				
12							(SBU x AFP)	+		(SBU x AFP)	-		+				
13							(SBU x AFP)	+		(SBU x AFP)	-		+				
14							(SBU x AFP)	+		(SBU x AFP)	-		+				
15							(SBU x AFP)	+		(SBU x AFP)	-		+				
16							(SBU x AFP)	+		(SBU x AFP)	-		+				
17							(SBU x AFP)	+		(SBU x AFP)	-		+				
18							(SBU x AFP)	+		(SBU x AFP)	-		+				
19							(SBU x AFP)	+		(SBU x AFP)	-		+				
20							(SBU x AFP)	+		(SBU x AFP)	-		+				
21							(SBU x AFP)	+		(SBU x AFP)	-		+				
22							(SBU x AFP)	+		(SBU x AFP)	-		+				
23							(SBU x AFP)	+		(SBU x AFP)	-		+				
24							(SBU x AFP)	+		(SBU x AFP)	-		+				
25							(SBU x AFP)	+		(SBU x AFP)	-		+				

Delivery Order Price Range (totals of columns xiii and

Notes for Schedule DO-1A (Final)

A. The Guaranteed Annual Cost Savings (column b) must exceed the Annual Contractor Payments (column c) for each year of the delivery order performance period (except Year Zero). If applicable, pre-performance period expenses will be submitted for Year Zero.

B. To demonstrate compliance with the above requirement, this Schedule decomposes the guaranteed savings and contractor payments into their unknown and known components. The total annual guaranteed savings (column b) is composed of avoided fuel costs (column vii), which are unknown, and other types of known savings (column viii). The total annual contractor payment (column c) is composed of the BAMF payment, which is equal to the avoided fuel cost (column ix) less the BAMF discount (column x), and other types of known performance period payments (column xi), e.g. debt service payments and management/administration fees. Note that in each year, the unknown component of the guaranteed savings (column vii) is equivalent to the unknown component of the contractor payment (column ix). Thus, when the annual contractor payment is subtracted from the guaranteed annual savings, the unknown components cancel and a known value for net annual savings is obtained (column xii) which, if positive, demonstrates that the annual guaranteed savings exceeds the annual contractor payment.

C. The total of annual contractor payments represents the delivery order price and should be supported by information submitted in Schedules DO-2 and DO-3, and their required supporting documentation. (See Section H.24.2.) The minimum and maximum possible values for the delivery order price are equal to the totals of columns xiii and xiv, respectively.

Column i The BAMF usage shall be stipulated for each year, in accordance with the M&V plan.

Columns ii & iii As set forth in the M&V plan, the Avoided Fuel Price (AFP) is linked to one or more time-varying, independent fuel price indices, bounded within a specific range. For each year, the minimum and maximum possible value of the Avoided Fuel Price shall be stipulated.

Column iv The BAMF Purchase Price (BPP) is equal to the Avoided Fuel Price (AFP) minus the BAMF Price Discount (BPD), $BPP = AFP - BPD$. The BAMF Price discount shall be stipulated for each year, in accordance with the M&V plan.

Columns v & vi The first year (Year One) DES Proposed Annual Cost Savings reflects technical proposal & engineering estimates as presented in DO-4. Avoided fuel costs shall be estimated for each year based upon the stipulated BAMF usage and a reasonable projection of the avoided fuel price.

Column vii For each year, guaranteed avoided fuel cost savings are equal to the product of that year's Stipulated BAMF Usage (SBU) and Avoided Fuel Price (AFP).

Column viii Guaranteed savings that are in addition to the avoided fuel cost savings shall be entered for each year, in accordance with the M&V plan.

Columns ix and x The BAMF Cost (BC) can be decomposed into its unknown and known components as follows:

$$BC = SBU \times BPP$$

$$BC = SBU \times (AFP - BPD)$$

$$BC = (SBU \times AFP) - (SBU \times BPD)$$

A known value equivalent to $(SBU)(BPD)$ shall be entered for each year in column x.

Column xi Other performance period payments, such as debt service payments and management/administration fees, shall be entered for each year, in accordance with the M&V plan.

Column xii Net savings, equal to the guaranteed savings less the contractor payment, shall be entered for each year. Note that the Avoided Fuel Cost $(SBU \times AFP)$ cancels when the contractor payment is subtracted from the guaranteed savings.

Column xiii The minimum possible annual contractor payment, $[i \times (ii - iv) + xi]$, shall be entered for each year, and totaled at the bottom of column xiii.

Column xiv The maximum possible annual contractor payment, $[i \times (iii - iv) + xi]$, shall be entered for each year, and totaled at the bottom of column xiv.

SCHEDULE DO-2	
IMPLEMENTATION PRICE BY ECM	

Project Site:	Delivery Order No.:	Contractor Name:
----------------------	----------------------------	-------------------------

[illegible]

Notes:

- 1) Total Implementation Expenses shall include direct costs as specified in the Contract or in negotiated B Schedules.
- 2) Contractor shall attach adequate supporting information detailing total implementation expenses (direct costs), including basis of estimates, published pricing lists, or other sources.
- 3) Contractor shall propose bonded amount representing the basis of establishing performance and payment bonds per Section H in IDIQ.
- 4) Attached supporting information shall be presented to identify portions of ECM or project expenses included in proposed bonded amount.
- 5) Proposed Bonded Amount is assumed to include markup applied to ECM expenses above, unless otherwise specified by Contractor.
- 6) Bonded Amount (\$) negotiated will be used to establish Performance and Payment Bond sums per Section H.

Schedule DO-3

Performance Period Cash Flow

Project Site:		Delivery Order No.		Contractor:								
Project Capitalization				Applicable Financial Index _____								
Total Implementation Price (DO-2 Total)		\$ -		Term (Years)		_____		Issue Date:				
Financing Procurement Price (\$)		\$ -		Index Rate		_____		Source:				
Less Pre-Performance Period Payments		\$ -		Added Premium		_____						
TOTAL AMOUNT FINANCED		\$ -		Project Interest Rate		_____		Effective Through:				
Term	0		1	2	3	4	5	6	7	8	9	10
Annual Cash Flow (Performance Period)												
Debt Service:												
Interest (\$)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Principal Repayment (\$)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DEBT SERVICE (a)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Performance Period Expenses		\$ -										
		\$ -										
		\$ -										
		\$ -										
		\$ -										
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		\$ -										
		\$ -										
		\$ -										
		\$ -										
SUB TOTAL Performance Period Expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Performance Period Mark-Up (%)	%	%	%	%	%	%	%	%	%	%	%	%
Performance Period Mark-Up (\$)		\$ -										
TOTAL PERFORMANCE PERIOD EXPENSES (b)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Amount Contractor Payments (a) + (b)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Notes: 1) Performance Period Expenses shall include only direct costs.
2) Contractor shall attach adequate supporting information detailing total performance period expenses (direct costs), including bases of cost estimates, published price lists or other sources, in accordance with Section H.28.2 of the IDIQ contract.
3) If applicable, contractor shall specify escalation rate applied to performance period expenses: _____%
4) If applicable, pre-performance period payments will be applied in year zero to reduce principal repayment.

SCHEDULE DO-3

Performance Period Cash Flow (PAGE 2)

Project Site:		Delivery Order No.				Contractor:					
Annual Cash Flow (Performance Period)		11	12	13	14	15	16	17	18	19	20
Debt Service:											
Interest (\$)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Principal Repayment (\$)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
TOTAL DEBT SERVICE (a)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Performance Period Expenses											
SUB TOTAL Performance Period Expenses		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Performance Period Mark-Up (%)		\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Performance Period Mark-Up (\$)											
TOTAL PERFORMANCE PERIOD EXPENSES (b)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Contractor Payments (a) + (b)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Performance Period Cash Flow (PAGE 3)

Contractor:

Annual Cash Flow (Performance Period)	21	22	23	24	25	
Debt Service:						Totals
Interest (\$)						\$
Principal Repayment (\$)						\$
TOTAL DEBT SERVICE (a)						\$
Performance Period Expenses						
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
SUB TOTAL Performance Period Expenses	\$ (1)	\$ -	\$ -	\$ -	\$ -	\$ (1)
Performance Period Mark-Up (%)	\$	\$	\$	\$	\$	\$
Performance Period Mark-Up (\$)	%					
TOTAL PERFORMANCE PERIOD EXPENSES (b)	\$ (1)	\$ -	\$ -	\$ -	\$ -	\$ (1)
Total Annual Contractor Payments (a) + (b)						

<p style="text-align: center;">SCHEDULE DO-4</p> <p style="text-align: center;">First Year Energy and Cost Savings by ECM, Technology Category, and Delivery Order</p>	
--	--

Project Site:	Delivery Order No.:	Contractor Name:	Project Square Footage (KSF)
---------------	---------------------	------------------	------------------------------

[illegible]

Notes:

- 1) Project Square Footage (in 1000 SF) - Include only building square footage affected by Installed ECMs in project
- 2) For column (a) insert estimated energy baseline by ECM or total project in MBTU based on M&V approach in technical proposal and DES
- 3) Energy conversion factors for MBTU=10*6 BTU; Electricity - 3413 BTU/kwh; Natural Gas - 1031 BTU/100CF; #2 Oil - 128000 BTU/gal
- 4) Specify "Other" energy savings in (b)(3) as applicable. Include _____ savings; energy units _____; and BTU conversion factor _____ BTU/ _____ (unit)

SCHEDULE DO-5
Annual Cancellation Ceiling Schedule

Project Site: Delivery Order No.: Contractor Name:		
	Outstanding Capital Investment	Total Cancellation Ceiling
Installation Acceptance		
End of Year One		
End of Year Two		
End of Year Three		
End of Year Four		
End of Year Five		
End of Year Six		
End of Year Seven		
End of Year Eight		
End of Year Nine		
End of Year Ten		
End of Year Eleven		
End of Year Twelve		
End of Year Thirteen		
End of Year Fourteen		
End of Year Fifteen		
End of Year Sixteen		
End of Year Seventeen		
End of Year Eighteen		
End of Year Nineteen		
End of Year Twenty		
End of Year Twenty-one		
End of Year Twenty-two		
End of Year Twenty-three		
End of Year Twenty-four		
End of Year Twenty-five		

- (1) Outstanding Capital Investment - Remaining Unamortized principal on Total Amount Financed.
(2) Cancellation Ceilings for each time period specified above establish the maximum termination liability for that time period.
(3) In the event of contract cancellation or termination for convenience, FAR 52.217-2 or 52.249.2 will apply.
(4) The contractor may attach a monthly Financing Termination Liability Schedule which must correspond to the annual amounts submitted above in each year for "Outstanding Capital Investment"

**SAMPLE REPORTING REQUIREMENTS CHECKLIST
FOR DELIVERY ORDERS**

SCHEDULE OF DELIVERABLES FOR DELIVERY ORDERS					
Item	Description	Frequency	Due	Copies	Delivered to:
1	Certificate of Insurance	One time	15 days after award of delivery order	1	Agency Contracting Officer
2	Performance Bond	One time	30 days after award of delivery order	1	Agency Contracting Officer
3	Payment Bond	One time	30 days after award of delivery order	1	Agency Contracting Officer
4	Work Schedule	Monthly	10 days before work start	2	! Agency Contracting Officer (1 copy) ! Agency COR (1 copy)
5	Work - Outside Normal Hours	Per occurrence	5 days before work start	3	! Agency Contracting Officer (1 copy) ! Contracting COR (2 copies)
6	Design & Construction Package	One time	agency specify due date based on final proposal and negotiations ____ days after DO award	5	! Agency Contracting Officer (1 copy) ! Agency COR (2 copies)
7	ECM Installation Quality control Inspection Program	One time	With Item 6 above	5	! Agency Contracting Officer (1 copy) ! Contracting COR (2 copies)
8	Commissioning Plan	One time	With item 7 above	5	! Agency Contracting Officer (1 copy) ! Agency COR (2 copies)
9	Safety & Health Plan	One time	with Item 6 above	3	! Agency Contracting Officer (1 copy) ! Agency COR (2 copies)
10	Notification of Utility Interruption	Per occurrence	15 working days prior to outage	3	! Agency Contracting Officer (1 copy) ! Agency COR (2 copies)
11	Operation Work Procedure	One time	With training class	6	! Agency Contracting Officer (1 copy) ! Agency COR (1 master for reproduction and 4 copies)
12	Maintenance Work Procedure	One time	With training class	6	! Agency Contracting Officer (1 copy) ! Agency COR (1 master for reproduction and 4 copies)
13	O&M Manuals	One time	With training class	6	! Agency Contracting Officer (1 copy) ! Agency COR (1 master for reproduction and 4 copies)
14	Post-Installation M & V Report	One time	Upon ECM installation and commissioning	6	! Agency Contracting Officer (1 copy) ! Agency COR (2 copies) ! DOE COR (1 copy)

15	As-built Drawings	Per ECM	90 days after Government's acceptance	3	! Agency Contracting Officer (1 copy) ! Agency COR (2 copies)
16	Annual M&V Report on ECM Performance	Annually	15 days after Annual Energy Audit	5	! Agency Contracting Officer (1 copy) ! Agency COR (2 copies) ! DOE COR (1 copy)

Small Business Subcontracting Plan (NOV 2000)

DATE: []

CONTRACTOR: []

ADDRESS: []

CONTRACT NUMBER: []

ITEM/SERVICE: []

The following, together with any attachments, is hereby submitted as a Small Business Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by FAR Clause 52.219-9.

1. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.

- (a) Small business concerns: [] % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.
- (b) Veteran-owned small business concerns: [] % of total planned subcontracting dollars under this contract will go to subcontractors who are veteran-owned small business concerns. This percentage is included in the percentage shown under 2(a), above.
- (c) HUBZone small business concerns: [] % of total planned subcontracting dollars under this contract will go to subcontractors who are HUBZone small business concerns. This percentage is included in the percentage shown under 2(a), above.
- (d) Small disadvantaged business concerns: [] % of total planned subcontracting dollars under this contract will go to subcontractors who are small disadvantaged business concerns. This percentage is included in the percentage shown under 2(a), above.
- (e) Women-owned small business concerns: [] % of total planned subcontracting dollars under this contract will go to subcontractors who are women-owned small business concerns. This percentage is included in the percentage shown under 2(a), above.

[The offeror may present this information as follows:]

GOALS PROJECTED FOR THE CURRENT CONTRACT

Small Business Percent []%

Veteran-owned Small Business Percent []%

HUBZone Small Business Percent []%

Small Disadvantaged Percent []%

Women-owned Small Business Percent []%

2. Principal products and/or services to be subcontracted under this contract are listed below along with the distribution to small, veteran-owned, HUBZone, small disadvantaged, women-owned small business, or large business concerns:

SMALL BUSINESS: []

VETERAN OWNED SMALL BUSINESS: []

HUBZONE SMALL BUSINESS: []

SMALL DISADVANTAGED BUSINESS: []

WOMEN-OWNED SMALL BUSINESS: []

LARGE BUSINESS: []

3. The following method was used in developing subcontract goals: [The offeror will insert a statement explaining how the products and services to be subcontracted were established, how the products and services to be subcontracted to small, veteran-owned, HUBZone, small disadvantaged, and women-owned business concerns were determined, and

how capabilities of these firms were substantiated prior to their inclusion in source lists.]

4. The following methods were used to identify potential sources for solicitation purposes: [The offeror will insert items such as, existing company source lists, the Procurement marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, veteran-owned, HUBZone, small disadvantaged, and women-owned small business trade associations. Other examples include: review "subcontractable" requirements to determine applicability to small, veteran-owned, HUBZone small/disadvantaged and women-owned business concerns.]
5. Indirect costs (check one below):
- ☐ have been,
- ☐ have not been

included in the goals specified in Item 2. [If so, describe the method used to determine the proportionate share of indirect costs to be incurred with small, veteran-owned, HUBZone, small disadvantaged and women-owned business concerns.]

6. The following individual will administer the subcontracting program:

Name: ☐ ☐
Title: ☐ ☐
Address and Telephone: ☐ ☐

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans, and for monitoring performance relative to contractual subcontracting requirements contained in this plan. [The offeror will include a specific list of this individual's duties. These duties may include:

- (a) Developing and maintaining bidders lists of small and small disadvantaged business concerns from all possible sources.
 - (b) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
 - (c) Assuring inclusion of small and small disadvantaged business concerns in all solicitations for products or services which they are capable of providing.
 - (d) Reviewing solicitations to assure that no statements or clauses are included which may tend to restrict or prohibit small/small disadvantaged business participation.
 - (e) Ensuring that corporate proposal reviewers document reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
 - (f) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
 - (g) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
 - (h) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of Public Law 95-507.
 - (i) Monitoring attainment of proposed goals.
 - (j) Preparing and submitting periodic subcontracting reports required.]
7. The following efforts will be taken to assure that small business, veteran-owned, HUBZone small business, small disadvantaged business and women-owned business concerns will have an equitable opportunity to compete for subcontracts: [The offeror will include a list of specific efforts to be taken. Such efforts may include:
- (a) Maintenance of small, small disadvantaged and women-owned small business concerns source lists, guides, and other data identifying small, veteran-owned, HUBZone, small disadvantaged and women-owned business concerns and utilized by buyers in soliciting subcontracts.
 - (b) Utilization of small, veteran-owned, HUBZone, small disadvantaged, and women-owned business source lists by buyers.
 - (c) Internal efforts to guide and encourage buyers:

- (i) Attendance at small and small disadvantaged workshops, seminars, and training programs.
- (ii) Monitoring of activities to assure compliance with subcontracting plan.]

8. [Insert Firm's Name] agrees that the clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities; and all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of FAR 52.219-9, and assuring that all minimum requirements of an acceptable subcontracting plan has been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved and the availability of potential small business subcontractors. Once approved and implemented, plans will be monitored through the submission of periodic reports, periodic visits to subcontractors facilities to review applicable records, and subcontracting program progress.
9. [Insert Firm's Name] agrees to submit periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns" contained in the contract. We further agree to submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms.

Additionally, we will ensure that our subcontractors agree to submit SF 294 and SF 295, when applicable.

The Standard Form 294 and Standard Form 295 will be submitted electronically using the Subcontract Reporting System (SRS) at <http://www.pr.doe.gov/srs/>.

10. [Insert Firm's Name] agrees to maintain at least the following types of records to document compliance with this subcontracting plan:
 - (a) Source Lists (e.g. PRO-Net) , guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
 - (b) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned business concerns.
 - (c) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating on each solicitation
 - (i) Whether small business concerns were solicited, and if not, why not;
 - (ii) Whether veteran-owned small business concerns were solicited, and if not, why not;
 - (iii) Whether HUBZone small business concerns were solicited, and if not, why not;
 - (iv) Whether small disadvantaged business concerns were solicited, and if not, why not;
 - (v) Whether women-owned small business concerns were solicited, and if not, why not; and
 - (vi) If applicable, the reason award was not made to a small or small disadvantaged business concern.
 - (d) Records of any other outreach efforts to contact trade associations, business development organizations, and conferences and trade fairs to locate small, veteran-owned, HUBZone small, small disadvantaged, and women-owned small business concerns.
 - (e) Records of internal guidance and encouragement provided to buyers through workshops, seminars, and training programs; and monitoring of performance to evaluate compliance with program requirements.
 - (f) On a contract-by-contract basis, records to support award data including the name, address and business size of each subcontractor. [Contractors having commercial plans need not comply with this requirement.]

ESPC Contract Risk/Responsibility Matrix

RESPONSIBILITY/DESCRIPTION	ESCO PROPOSED APPROACH	AGENCY ASSESSMENT
Financial:		
Interest rates: Neither the ESCO nor the agency has significant control over prevailing interest rates. During all phases of the project, interest rates will change with market conditions. Higher interest rates will increase project cost, financing/project term, or both. The timing of the Delivery Order signing may impact the available interest rate and project cost. Clarify when the interest rate is locked in, and if it is a fixed or variable rate.		
Energy prices: Neither the ESCO nor the agency has significant control over actual energy prices. For calculating savings, the value of the saved energy may either be constant, change at a fixed inflation rate, or float with market conditions. If the value changes with the market, falling energy prices place the ESCO at risk of failing to meet cost savings guarantees. If energy prices rise, there is a small risk to the agency that energy saving goals might not be met while the financial goals are. If the value of saved energy is fixed (either constant or escalated), the agency risks making payments in excess of actual energy cost savings.		
Construction costs: The ESCO is responsible for determining construction costs and defining a budget. In a fixed-price design/build contract, the agency assumes little responsibility for cost overruns. However, if construction estimates are significantly greater than originally assumed, the ESCO may find that the project or measure is no longer viable and drop it. In any design/build contract, the agency loses some design control. Clarify design standards and the design approval process (including changes) and how costs will be reviewed.		
M & V costs: The agency assumes the financial responsibility for M & V costs directly or through the ESCO. If the agency wishes to reduce M & V cost, it may do so by accepting less rigorous M & V activities with more uncertainty in the savings estimates. Clarify what performance is being guaranteed (equipment performance, operational factors, energy cost savings) and that the M & V plan is detailed enough to satisfactorily verify it.		

RESPONSIBILITY/DESCRIPTION	ESCO PROPOSED APPROACH	AGENCY ASSESSMENT
Delays: Both the ESCO and the agency can cause delays. Failure to implement a viable project in a timely manner costs the agency in the form of lost savings, and can add cost to the project. Clarify schedule and how delays will be handled.		
Major changes in facility: The agency (or Congress) controls major changes in facility use, including closure. Clarify responsibilities in the event of a premature facility closure, loss of funding, or other major change.		
Operational:		
Operating hours: The Agency generally has control over the operating hours. Increases and decreases in operating hours can show up as increases or decreases in "savings" depending on the M & V method (e.g. operating hours times, improved efficiency of equipment vs. whole building, utility analysis). Clarify if operating hours are to be measured or stipulated and what the impact will be if they change. If the equipment loads are stipulated, the baseline should be carefully documented and agreed to by both parties.		
Load: Equipment loads can change over time. The agency generally has control over hours of operation, conditioned floor area, intensity of use (e.g. changes in occupancy or level of automation). Changes in load can show up as increases or decreases in "savings" depending on the M & V method. Clarify if equipment loads are to be measured or stipulated and what the impact will be if they change. If the equipment loads are stipulated, the baseline should be carefully documented and agreed to by both parties.		
Weather: A number of energy efficiency measures are affected by weather. Neither the ESCO nor the agency has control over the weather. Changes in weather can increase or decrease "savings" depending on the M & V method (e.g. equipment run hours times efficiency improvement vs. whole building utility analysis). If weather is "normalized" actual savings could be less than payments for a given year, but will "average out" over the long run. Weather corrections to the baseline or ongoing performance should be clearly specified and understood.		

RESPONSIBILITY/DESCRIPTION	ESCO PROPOSED APPROACH	AGENCY ASSESSMENT
User participation: Many energy conservation measures require user participation to generate savings (e.g. control settings). The savings can be variable and the ESCO may be unwilling to invest in these measures. Clarify what degree of user participation is needed and utilize monitoring and training to mitigate risk. If performance is stipulated, document and review assumptions carefully and consider M & V to confirm the capacity to save (e.g. confirm that the controls are functional).		
Performance:		
Equipment performance: Generally the ESCO has control over the selection of equipment and is responsible for its proper installation and performance. Generally the ESCO has responsibility to demonstrate that the new improvements meet expected performance levels including standards of service and efficiency. Clarify who is responsible for initial and long-term performance, how it will be verified, and what will be done if performance does not meet expectations.		
Operations: Responsibility for operations is negotiable, and it can impact performance. Clarify how proper operation will be assured. Clarify responsibility for operations and implication of equipment control.		
Maintenance & Repair Responsibility for maintenance and repair is negotiable, however it is often tied to performance. Clarify how long-term maintenance and repair will be assured, especially if the party responsible for long-term performance is not responsible for maintenance. Clarify who is responsible for ECM overhaul, component or equipment repair required to maintain operational performance throughout the contract term.		
Equipment Replacement. Responsibility for replacement of contractor-installed equipment is negotiable, however it is often tied to ECM performance. Clarify who is responsible for replacement of failed components or equipment throughout the term of the contract. Specifically address potential impacts on performance due to equipment failure. Life of equipment is critical to ECM performance during the contract term. Specify equipment life expected for all installed equipment and specify warranties proposed for the installed ECMs.		